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Student Resource Scheme

2024-2026 Laptop Program

Participant's agreement

Whites Hill State College

October 2023





Terms and conditions - Student Resource Scheme – 1 to 1 Learning Program

1. Principles

- 1.1 In accordance with the *Education (General Provisions) Act 2006*, the cost of providing instruction, administration and facilities for education of students enrolled at State schools who are Australian citizens or permanent residents, or children of Australian citizens or permanent residents, is met by the State.
- 1.2 The School operates a Student Resource Scheme – 1 to 1 Learning Program that enables a Parent/Guardian to enter into an agreement with the School and provides for the use by the student of a laptop for a specified participation fee.

2. Benefits of the scheme

- 2.1 The purpose of the scheme is to provide the Parent/Guardian with a cost effective alternative to purchasing a laptop, through providing access to departmental-owned laptops purchased at reduced prices through the school’s bulk purchasing practices. Such provision is an education service that is not met by the State under s.50 (2) of the *Education General Provisions Act 2006*.
- 2.2 Provided the Parent/Guardian agrees to opt-in to this arrangement, they will be given the right to buy the laptop when disposal occurs at the end of the agreement for a residual fee and the GST payable. This is called a Private Treaty as described in *State Purchasing Policy* and the Department of Education and Training’s Procurement Instructions.
- 2.3 The scheme also ensures that students have a laptop for their education that can be safely connected to the Departmental network and saves the Parent/Guardian time and money in sourcing the prescribed materials elsewhere.
- 2.4 The Student Resource Scheme - 1 to 1 Learning Program is not used to raise funds for other purposes, and revenue collected through the scheme is applied only to the operation of the scheme.



3. Parties involved

- 3.1 This Agreement is between the State of Queensland acting through the Department of Education and Training [in particular via Whites Hill State College (hereafter called “the School”) and _____ (Parent/Guardian) in relation to provision of computer equipment to _____ (Student).
- 3.2 The Student has been accepted into the School 1 to 1 Learning Program for the remainder of the agreement.
- 3.3 In exchange for the Parent/Guardian complying with this Agreement, the Student Resource Scheme – 1 to 1 Learning Program provides the Student with a laptop computer for educational use at school and home.
- 3.4 The equipment is provided to the Student and remains the property of the School until the end of the arrangement when the Private Treaty arrangement is concluded.
- 3.5 This Agreement outlines the roles and responsibilities in relation to the Student Resource Scheme – Student 1 to 1 Learning Program and the terms and conditions which binds the parties during the term of the provision of the equipment.

4. Equipment provided

- 4.1 The equipment, subject of this Agreement, consists of a Dell Latitude 5430 computer, soft carry case and power pack. These items are referred to through this Agreement collectively as the “Laptop”.
- 4.2 Each laptop will be:
- commercial grade
 - protected by Education Queensland anti-virus tools and automated updates
 - covered by warranty including the battery
 - able to be connected to the Education Queensland Network and have filtered internet and email
 - able to be used at home and at school for student learning
 - installed with central data storage, common file access, backup and network software resources
 - repaired through the school, where possible, including software and hardware repairs
- 4.3 At the end of the provision period, the laptop will be removed from the school network. At this time the laptops will have all licensed software and data removed and be restored to original factory state.



5. Laptop specifications

Brand and model	Dell Latitude 5440
Specifications	Intel core i5 processor 8GB ram 512GB SSD 5GHz WiFi compatibility
Installed software	Windows 10 operating system Microsoft Office software suite Adobe Cloud suite Antivirus software (Note: This software is licensed to the School and is for use only during the terms of this program. It will be removed from the Laptop at the end of the Program.)
Warranty / support	3yrs NBP / ADP Additional onsite technical support
Other items	Soft case Power charger
Cost	\$1740 total. To be charged at \$290 per semester per year for 2024 – 2026 (year 10-12, 6 bi-annual payments).

6. Rights and obligations

- 6.1 The Student has the right to use the Laptop only in accordance with this Agreement.
- 6.2 The Parent/Guardian must comply with the Agreement and ensure that the Student complies with the *Laptop Rules for Students* in relation to use of the laptop at the School and outside the School (e.g. at home).
- 6.3 To the extent that the *Laptop Rules for Students* can apply to the Parent/Guardian, the Parent/Guardian must comply with the rules.
- 6.4 The Parent/Guardian must also comply with their respective obligations under the *School's Computer Use Agreement*.

Part A: Terms and Conditions - Student Resource Scheme – 1 to 1 Learning Program – Participant's agreement

7. Period of participation

- 7.1 The School agrees to provide the Laptop to the Student/Carer from the date all parties sign this Agreement and the Student receives the Laptop.
- 7.2 Subject to clause 7.3, the provision continues until the end of the agreement.
- 7.3 The provision may be ended earlier, at the School's absolute discretion, if:
 - the Student is no longer enrolled with the School;
 - the Student is excluded from the School;
Note: The Laptop may be retained within the school during any period of suspension.
 - if, in the opinion of the School, the Student is not meeting the School's behaviour and educational requirements, including absenteeism, without appropriate justification;
 - the Parent/Guardian fails to make the bi-annual payment or make arrangements for the payment through a payment plan;
 - the Parent/Guardian fails to comply with this Agreement or the *School's Computer Use Agreement*, or
 - the Student fails to comply with the attached *Laptop Rules for Students* or the *School's Computer Use Agreement*.

8. Ownership of laptop

- 8.1 This Agreement does not give the student ownership of the Laptop. The school retains ownership of the Laptop during the term of the provision.
- 8.2 This Agreement and the School's delivery of the Laptop to the Student does not constitute a transfer of ownership, or the obligation to transfer ownership, of the Laptop to the Student or Parent/Guardian.

9. Status of laptop

- 9.1 The Laptop being provided to the Student is new, and will not have been used before.
- 9.2 Students will be responsible for the laptop at all times during school hours. At such times when the student may need to leave the laptop unattended (during morning tea/lunch breaks or teacher-directed activities such as sport), the school will aim to provide a secure location for their storage.
- 9.3 The School may demand the return of the laptop for any reason, for example, to upgrade software, to inspect hardware or software's operational performance, if there is suspected misuse of the laptop and to verify that it is being used in accordance with this Agreement and the Laptop Rules for Students.

Part A: Terms and Conditions - Student Resource Scheme – 1 to 1 Learning Program – Participant's agreement

10. Fee for provision of laptop

- 10.1 If the parent / guardian and student opt to participate, a Student Resource Scheme – Student Laptop Program fee will be due and payable by the parent / guardian.
- 10.2 In the event of loss or damage to, or caused by, the Laptop, see Clause 16 Loss or Damage.

11. Connection to the internet

- 11.1 At school, the carriage service and connectivity to the internet is governed by the *School's Computer Use Agreement*. The School reminds the Parent/Guardian of their obligations under this agreement.
- 11.2 The department provides a web filtering system to protect schools from malicious web activity and inappropriate websites. Students' Internet browsing on departmental owned laptops installed with the MOE CFS build is filtered at school and at home.
- 11.3 No web filtering system can be 100% effective and students and/or parents should notify the school as soon as possible if an unsuitable website is accessible when using the laptop so that the school can take appropriate action.
- 11.4 If Internet access at home occurs through private internet providers and is unfiltered, it is the Parent/Guardian's responsibility to monitor student Internet usage. The School accepts no responsibility for consequences of internet access outside the school and will seek to enforce any breach of policy found on a departmental-owned laptop regardless of whether the breach was done at home or not (e.g. cache files for internet browsers containing pornography).

12. Improper use

12.1 The Parent/Guardian must ensure that the Laptop is not tampered with in order to connect to internet services outside the school and that the laptop is not used:

- for any illegal, pornographic, fraudulent or defamatory purposes;
- for bulk transmission of unsolicited electronic mail;
- to send or cause to be sent any computer worms, viruses or other similar programs;
- to menace or harass another person (or used in a way that would be regarded by a reasonable person to be offensive);
- to transmit any harassing, obscene, indecent, offensive, or threatening material or emails;
- to reproduce, distribute, transmit, publish, copy or exploit any material that constitutes an infringement of any intellectual property rights (such as copyright) of a third party; or
- in a way that violates any laws, such as privacy laws.

Part A: Terms and Conditions - Student Resource Scheme – 1 to 1 Learning Program – Participant’s agreement

13. Software

13.1 The software loaded on the Laptop is licensed to the Department of Education and Training or the School. The Parent/Guardian must ensure that the software is not copied, deleted or transferred, for any reason at all, without prior written consent from the School. Unauthorised use may breach copyright laws and the Parent/Guardian may be held liable for any damages incurred.

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

13.3 Should the laptop require repair, the hard drive may need to be reformatted and the laptop returned to its originally issued state that is, with the Managed Operating Environment and departmental and school software installed.

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

13.5 In addition, at the conclusion of this agreement, all installed software and data will be removed and the laptop restored to its original manufacturer’s state.

14. Virus protection

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

14.2 These can enter laptop computers through:

- Removable media such as CDs, DVDs, floppy disks and USB memory sticks
- Emails / Phishing attempts (emails linking to malicious websites)
- The internet (including web browsing, FTP programs and chat rooms)
- File download
- Network file shares, such as servers and shared folders

14.3 Departmental laptops have commercial anti-virus software installed. The parent/guardian must ensure this software is not disabled. However, anti-virus software cannot be 100% effective if appropriate practice is not followed when using the laptop.

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

Part A: Terms and Conditions - Student Resource Scheme – 1 to 1 Learning Program – Participant's agreement

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

15. Repair and maintenance

15.1 A manufacturer's warranty may apply to the Laptop for some of the period of the provision.

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

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

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

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

16. Loss or damage

- 16.1 The Laptops provided for temporary student use by the scheme shall be kept in good condition by the student. The school Administration Office shall be notified immediately of the loss or negligent damage to, or caused by, any issued item.
- 16.2 Where an issued item is lost or negligently damaged, parents/guardians may be responsible for payment to the scheme of the full (or partial) replacement cost of the item.
- 16.3 The Parent/Guardian must use their best endeavours to ensure that the Laptop is kept in good condition, and that it is not damaged, lost or stolen. It is the obligation of the Parent/Guardian to ensure the Laptop in a safe place when it is taken off the School's site.
- 16.4 The Parent/Guardian must immediately notify the School if the Laptop is damaged, lost or stolen.
- 16.5 If the Laptop is stolen, the Parent/Guardian must report this to the Police as soon as possible. The Parent/Guardian must obtain from Queensland Police a Crime Number and the name of the investigating officer and provide this to the school.
- 16.6 Advice on how to protect the Laptop is outlined in the attached Use and Care of the Laptop / Laptop / Computer guidelines.

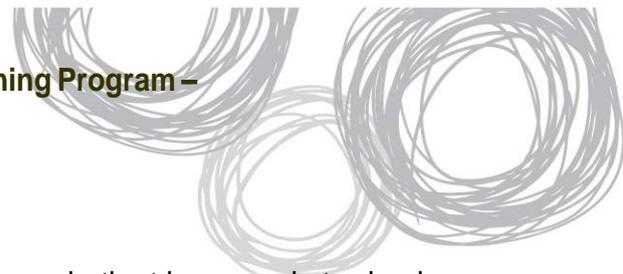
Part A: Terms and Conditions - Student Resource Scheme – 1 to 1 Learning Program – Participant's agreement

17. Consequences

- 17.7 All Laptops provided for temporary use by the program remain the property of the Department and shall be returned at the end of the education program or school year or when the student leaves the school, whichever is the earlier.
- 17.8 Where an item is not returned, the Parent/Guardian will be responsible for payment to the scheme of the replacement cost of the item. Failure to make payment may result in debt recovery action being undertaken including, where warranted, referral to an external debt collection agency. This may result in extra costs being incurred by the Parent/Guardian.
- 17.9 Failure to comply with this Agreement may result in the School ending the Agreement including automatic loss of the Laptop or suspension of use for a period of time.

18. Acceptance of agreement

- 18.1 By completing and signing the Student Resource Scheme Participation Agreement form which is included in [Student Resource Scheme policy](#), the Parent / Guardian is acknowledging they understand and accept the Terms and Conditions of this agreement.



Laptop Rules for Students

1. You can use the Laptop for your own educational purposes, both at home and at school. The Laptop may be used for limited personal use but not for commercial purposes (e.g. you cannot use the Computer for a part-time job).
2. If you do not comply with these *Laptop Rules for Students*, you are not allowed to use the Laptop and the School may demand that you return the Laptop. There may be other disciplinary consequences under your School's Responsible Behaviour Plan for Students as outlined in *SMS-PR-021: Safe, Supportive and Disciplined School Environment* <http://education.qld.gov.au/strategic/eppr/students/smspr021/>
3. The *School's Student Network / Internet Access Agreement* and *Internet Usage Policy* also apply to your use of the network / internet when you are accessing the internet using the Laptop. You are reminded of your obligations under that agreement and policy.
4. You must not allow anyone else to use the Laptop for their own purposes, including family members and friends. You must not tell anyone else your account name and password.
5. You can only have and use the Laptop at the School and at home. Upon request, the School may give written approval for the Laptop to be used in other places.
6. You accept responsibility for the security and care of the Laptop.
7. You are responsible for backing-up all necessary data. The School is not responsible for any data loss. Therefore please ensure all your school work and important documents are backed up onto disc or other device.
8. The software loaded on the Laptop is licensed to the Department of Education and Training or the School. You must ensure that the software is not copied, deleted or transferred, for any reason at all. Unauthorised use may breach copyright laws.
9. All software installed on the laptop must have a legitimate licence. If you have been authorised as a Local Administrator on the laptop, you may install software provided you have a legitimate licence. The school has the right to inspect the licence for any software installed on the laptop at any time. If the school has not authorised you as Local Administrator, then all software must be installed by the School's Technical Administrator.
10. You may upload/download onto the laptop music, images, video and other data files provided you have a licence or ownership for such files. Any personal data files stored on the laptop are not to be uploaded to school server(s).
11. You must not open, or allow anyone else to open, the hardware case of the Laptop to install additional hardware (including video card, sound card, network card, modem or disk drive), or, to alter the hard drive specifications of the Laptop, without the School's written consent.
12. You must take all reasonable steps to prevent a virus from infecting the Laptop, including never disabling the installed anti-virus software, monitoring any data that is downloaded or uploaded onto the Laptop from the Internet or any device and virus checking any USB drives in the Laptop.

Part C: Use and Care of the Laptop Computer - 1 to 1 Learning Program – Participants' Agreement

13. You are responsible for the security of the laptop. When not in use, it is to be stored in its carry case and kept with you; or, if available, in secure storage for activities as directed by a teacher or during morning tea and lunch breaks.
14. Images or sound captured by personal technology devices on the school premises or elsewhere must not be disseminated to others using the Laptop, for the purpose of causing embarrassment to individuals or the School for the purpose of bullying or harassment, or where without such intent a reasonable person would conclude that such outcomes may occur. The School has the right to invoke appropriate disciplinary processes to deal with such behaviour by a student.
15. You must not intentionally use the Laptop or internet services to which it may be connected:
 - for any illegal, pornographic, fraudulent or defamatory purposes;
 - for bulk transmission of unsolicited electronic mail;
 - to send or cause to be sent any computer worms, viruses or other similar programs;
 - to menace or harass another person (or use in a way that would be regarded by a reasonable person to be offensive);
 - to transmit any harassing, obscene, indecent, offensive, or threatening material or emails;
 - to reproduce, distribute, transmit, publish, copy or exploit any material that constitutes an infringement of any intellectual property rights (such as copyright) of a third party; or
 - in a way that violates any laws, such as privacy laws.
16. In particular you must not use the Laptop (or any internet services to which it may be connected) to bully, harass or be unkind to other persons.
17. The Laptop is to be returned in good condition to the School at the end of the agreement. If you cease to be enrolled for any reason before completing the agreement period, you must return the Laptop before leaving the School. If the Participation Agreement is ended, you must return the Laptop.
18. The School can request the Laptop be returned for any reason at any other time.

For more information about the Program and the Laptop Rules for Students, contact:

Pru Dickey – Office Manager
Whites Hill State College
Telephone – 3900 8333
Email – pcdic0@eq.edu.au

Part C: Use and Care of the Laptop Computer - 1 to 1 Learning Program – Participants' Agreement

Use and care of the laptop computer

Usage

- Don't use technology devices on soft surfaces (e.g. sofa, bed or carpet) because it can restrict airflow and cause overheating.
- Avoid dropping or bumping technology devices.
- Don't place technology devices in areas that may get very hot.
- Don't get technology devices wet, even though they will dry and appear to operate normally, the circuitry could slowly corrode and pose a safety hazard.
- Follow all instructions given by staff.
- Login correctly and logoff when finished.
- Always shut down computers through the 'Start – Shutdown' mechanism.
- Always package, carry and store technology devices in appropriate and secure carry cases for transporting.
- Personalise technology devices with methods approved by the school, to ensure students do not get the devices mixed-up.
- Don't place objects on top of your laptop and never carry it around while it is turned on.
- Avoid exposing your laptop computer to direct sunlight or sources of heat such as desk lamps; dust, dirt, rain, liquids or moisture; heavy shock or vibration

Handling your laptop computer

- Try to avoid moving your laptop around when it is on. Before switching on, gently place your laptop on a stable surface and then switch on.
- You still need to be careful with your laptop while it is in the cover. Do not drop a bag containing the laptop from your shoulder. Always place bags gently down.
- Be careful when putting the laptop in the car that no other items are on top of it and nothing will roll onto the bag containing the laptop.
- Laptops should be switched off before being placed into the cover.

Packing away your laptop computer

- Always store your laptop bottom down and with the LCD facing away from the front of the bag or backpack.
- Do not wrap the cord too tightly around the power adapter or the cord will become damaged.

LCD screen

- LCD screens are delicate - they don't like being poked, prodded, pushed or slammed. Never pick up your laptop by its screen. Don't slam the screen closed and always be gentle when putting your laptop down.
- To clean your LCD screen:
 - Switch off your laptop computer.
 - Lightly dampen a non-abrasive cloth with water and gently wipe screen in a circular motion.
 - Do not directly apply water or cleaner to the screen.
 - Avoid applying pressure to the screen.

AC adapter

- Connect your adapter only to your laptop computer.
- Do not step on your power cord or place heavy objects on top of it. Keep your cord away from heavy traffic areas.
- When unplugging the power cord, pull on the plug itself, rather than the cord.
- Do not wrap your cord tightly around the adapter box.

Part C: Use and Care of the Laptop Computer - 1 to 1 Learning Program – Participants' Agreement

Battery pack

- Once a week fully flatten your batteries. Then re-charge the batteries fully. This will extend the life of your battery cells.
- Do not tamper with the connections.

Keyboard

- Gently brush your keyboard with a clean soft bristled paint brush or similar to remove dirt.
- If any key tops are missing or keys are in a damaged state, take your laptop to Technicians to be repaired immediately. A single key top can easily be replaced but continuing to use the keyboard with a missing key top can result in having to replace the entire keyboard.

Case cleaning

- Wipe with a dampened non-abrasive cloth. Do not spray any cleaners directly on to the casing.
- Gently rub your laptop casing with the moistened cloth to remove any dirty marks.

Security

- Report any technology device fault or suspected virus activity to the nearest staff member.
- Undertake virus scans of computers after home usage and prior to reconnecting to the school's ICT network.
- Make regular backups of your saved work.
- Keep your login and password confidential.
- Don't tamper either physically or electronically with either hardware or software settings.
- Don't attempt or undertake any malicious behaviour towards the School's ICT resources.
- Don't attempt to make unauthorised access to ICT resources or entities.
- Don't have food or drink near the technology device.
- A good idea is to attach a fairly large name tag in a bright colour to the case or bag so it is easy to identify. Remember, over the life of the program this laptop may not be with the same student the whole time, and it may need to be returned for servicing at any time.

Software

- Don't copy any software from the school's ICT network or system.
- All technology equipment should only have operating systems loaded that are compliant with departmental standards.
- Keep your virus check software up-to-date. If your virus check software detects virus activity then carefully follow the instructions for removal and advise the nearest staff member. If unsure, quarantine your computer and disks and immediately consult with the IT staff.
- Always adhere to licensing and copying agreements.
- Never use technology devices to engage in illegal activity, including violation of copyright or other contracts.

Batteries

- Don't use incompatible computer batteries and chargers.
- Computer batteries can get hot during use. Do not use your computer on your lap.
- Have fully charged battery/batteries at the start of each school day. All charging should be undertaken at home, as the school will not have the infrastructure or resources available to charge batteries for every student.
- Don't permit a loose battery to come in contact with metal objects, such as coins, keys or jewellery.
- Don't crush, puncture or put a high degree of pressure on the battery as this can cause an internal short-circuit, resulting in overheating.
- Don't get your battery wet, even though it will dry and appear to operate normally, the circuitry could slowly corrode and pose a safety hazard.
- Follow battery usage, storage and charging guidelines found in the computer's user guide.

Wet weather

- Particular care needs to be taken during wet weather, whether at school or while travelling to/from school or at home
- Never drop your bag into a puddle, leave it out in the rain or where water might run, or have it otherwise unprotected from rain – if your school bag gets wet, your laptop might also.

Student Participation Agreement

- I have read the *Laptop Rules for Students* in this agreement.
- I will keep my log-in details and password confidential. I understand that network audit logs contain information on the user logging in, the computer which is attempting to log in and various other parameters. This information can, and will, be used to track user access and usage.
- I acknowledge my responsibility to use the Laptop in accordance with these rules and understand the consequences should I fail to abide by these rules.

I accept the conditions outlined in this agreement relating to the financial responsibilities of the 1 to 1 Learning Program.

Student Name: _____

Year Level: _____

Signature: _____ Date: _____

Parent Participation Agreement

- I wish to participate in the Student Resource Scheme 1 to 1 Learning Program in 2024 – 2026 and purchase a School Purchased Laptop at a cost of \$290.00 per semester per year for a total of \$1740.00 over 3 years.
- I have read and I understand the Terms and Conditions of the scheme and agree to abide by them and to pay the non-refundable participation fee.

Parent / Guardian:

Name: _____

Signature: _____ Date: _____

School Principal (or Delegate), on behalf of Whites Hill State College:

Signature: 
Name: Andrew Beattie
Position: College Principal