

# Bring Your Own Device (BYOD) Policy

## Contents Page

1. Purpose
2. Access
3. Theft, loss or damage
4. Communication/Data Plan Fee
5. Common guideline and Expectations
6. Frequently Asked Questions for Students 2
7. Frequently Asked Questions for Teachers 3
8. Frequently Asked Questions for Parents 4

## 1. PURPOSE

Foyle International is committed to helping students and teachers to maximize learning and teaching by integrating relevant technology into academic content. It does so in order to:

- improve English language competencies by using, sharing, evaluating and creating digital information and resources
- promote the development of digital literacies
- ensure a safe and ethical online environment

## 2. ACCESS

Access to the Internet is provided via a wireless local area network. To be granted access, students must confirm they accept the Terms and Conditions of the Foyle International Wi Fi Usage Agreement - **Appendix A** and Log in with a password (given at reception) and using their e-mail address. This is used to monitored for inappropriate use of internet and uploading and downloading of inappropriate content on to Foyle International systems. By accepting the Terms and Conditions, users will be expected to uphold the contents of the the agreement as well as the Student Code of Conduct on their student-owned devices while on school property. Please check the Login section 6 of this guide for exact details on how to access the wireless network.

### 3. THEFT, LOSS OR DAMAGE

Foyle International, or any employee of Foyle International, is not liable or responsible for any theft, damage or loss of non-school owned devices, or the information on any such device. It is the responsibility of the owner of the device to ensure that the device is safe and secure at all times.

### 4. COMMUNICATION/DATA PLAN FEES

Foyle International is not responsible for any fees associated with the use of personal technology devices while owners are using their own data plans. All fees and charges related to texting or Internet use on any student-owned device and through their own data plan is the sole responsibility of the owner.

### 5. COMMON GUIDELINES AND EXPECTATIONS

- Each teacher will choose whether or not mobile devices will be used within her/his classroom each day. Depending on the specific instruction planned, mobile devices may or may not be used.
- Each teacher will be responsible for communicating expectations of mobile device usage to his/her students on a daily/weekly basis, and according to the weekly plan of work displayed in each classroom.
- Upon entering the classroom, all mobile devices being used in the classroom must be MUTED and on SILENT mode. Vibrate mode is not acceptable as it could cause interruptions within the classroom.
- Students will place devices being used on top of the desk in clear view. Devices not placed on desks must not be used for any purpose during that class period.
- Students choosing not to use their device must put it away and in SILENT mode.
- Recording audio, video or photographic images without the permission of the subject it not allowed in any area of the school. Distributing such recordings or images can lead to further legal ramifications. See the Acceptable Use Agreement (AUA) for further details.

## FAQs

### 6. FOR STUDENTS

- Do I need to have anti-virus software on my laptop?

It is recommended that students have adequate anti-virus software before bringing their device(s) onto school property. Foyle International will not provide an antivirus solution for personal devices.

- Do I have to register my laptop, smartphone or other technology with the school or teachers?

No, you are responsible for your own technology. However, remember that it is completely up to the classroom teacher(s) as to whether you can use your technology. Classroom technology usage can change on a daily basis.

- How will I know if I can use my technology in during a particular lesson?

Your teacher(s) will communicate in advance of the lesson, if and how the personal devices will be used during their class.

- How do I connect/login to the Internet?

Select Foyle Language as your wireless network and connect via the password provided within the school. If you are unsure of the password, ask your teacher or the receptionist. You will also have to provide a e-mail and tick to agree to the Wi Fi useage terms and conditions (Appendix A).

- If I cannot get connected to the student network, who do I call?

Technical Support can be provided to access the student network. Firstly, raise the issue with your teacher, or with the receptionist outside of class time. [www.foyle.eu](http://www.foyle.eu) 3

- Can I access Facebook or other social media on my device?

During class time, you can only do so under the express instruction of your teacher(s). Otherwise you may use do so within the school building and when you are of legal age and/or have the permission of your parents or guardians to do so.

- Can I use my device in all of my classes?

That is up to the individual teacher. Each teacher is responsible for his or her own classroom environment and will share their expectations with the students.

- How do I save my work?

You can save your work files to a Gmail/Google Docs account, or submit an assignment via Moodle when this is asked by your teacher. You can also use a flash drive, send a document/project via email or create a Dropbox or Box.net cloud storage account. If you need help or extra information on any of these, please ask your teacher.

- How do I print from my own device?

At this time, there is no printing allowed from student-owned devices, though this may be added in the future. If you need to print, it is recommended that you email the document to the teacher or save it on a flash drive.

- What do I do if my device is stolen or damaged?

It is the responsibility of the owner to keep his/her personal technology safe and secure. Should theft or damage occur, you should notify your teacher, Academic Manager or any member of staff immediately. Foyle International, or any of its employees, are not responsible for theft, loss or damage to your personal device(s).

- Will I be able to charge my battery at school?

The school does not provide charging adaptors but students are allowed to use the power outlets in the classrooms to charge their devices if need be.

## 7. FOR TEACHERS

- Am I required to let students use their phones and laptops in my classroom?

No, we encourage teachers to incorporate technology into everyday teaching. However, it is completely up to the individual classroom teacher as to whether students may use their technology.

- What if not all of my students have devices to use in the classroom?

It is recommended that those students who do not have their own technology might buddy up and share student owned technology if possible.

- If my students have trouble connecting to the network or using their own technology, is it up to me to help?

No, students that experience trouble with their own technology should try to work it out using their user's manuals or "Help" menus or on their own. You are welcome to help if you choose, or to seek help on behalf of your student from another member of staff at Foyle International, but it is not your responsibility to ensure that student-owned technology is functioning properly.

- If students use their own technology, will they be able to get to sites that aren't allowed in school?

When students are accessing the internet using the Foyle Language wireless network, or when using school computers, the use of filtering software will prevent access to content considered unsuitable. Foyle International is not responsible for students accessing restricted content through using their own data plan.

## 8. FOR PARENTS OF UNDER 18 YEAR OLDS

- If my student uses their own technology at school, will they be able to access things they normally do not when using their devices in Foyle International?

Anyone connecting to the internet through the school's wireless network or school computers will be filtered in regards to content filtering. Students should be aware of Foyle International's stance on accessing restricted content as outlined in the Acceptable Use Agreement (AUA). Foyle International is not responsible for students accessing restricted content through using their own internet provider / data plan.

- Since Foyle International is promoting BYOD, does that mean that I have to buy my child a laptop, smartphone or another device?

No, we are simply allowing those students who have technology the option to bring it to school with the permission of the teacher(s) to be used for instructional purposes. This will allow more technology in the school and classroom than currently exists.

- What if I do not want my child to use the internet?

Foyle International takes no responsibility for controlling students from accessing the network. If you do not wish your child to use the internet, you must instruct him/her not to.

- What if my child's laptop or other technology device is stolen?

Foyle International is not responsible for any damage or theft of student-owned devices. Keeping track of the device's serial number, model and type at home is suggested. Theft or vandalism of any kind should be reported immediately to a Teacher, the Academic Manager, or any member of staff at Foyle International so the appropriate steps can be taken.

- What are the building/classroom rules for using student-owned devices including phones?

Teachers will make the final decisions for any technology used in their classrooms; student-owned devices are no different. It will be up to the individual classroom teachers to communicate their expectations to students and parents. Feel free to contact the Academic Manager or who can put you in touch with your child's teacher(s).

# APPENDIX A



# Wi-Fi User Terms & Conditions

This is a free Hotspot wireless internet Service (the “**Service**”) provided by Foyle International for use by customers and students of Foyle International. All users are required to log-in individually as an independent user.

## 1. Our agreement

1.1 This agreement applies from when we accept your request for Service. Please read the terms carefully before activating Service with us.

1.2 By using and/or activating Service with us and/or clicking the accept button on the login/registration page you agree to be bound by this agreement. If you do not agree to the terms of the agreement, do not use the Service.

1.3 We may modify the agreement at any time. In accordance with clause 1.2, use of the Service constitutes acceptance of the agreement current at that point in time.

1.4 These Terms and Conditions do not alter in any way the terms or conditions of any other agreement you may have with Foyle International for services or otherwise. This agreement contains disclaimers and other provisions that limit our liability to you.

## 2. Providing services

2.1 You are responsible for providing all hardware and other equipment required to access and use the Service (a “Unit”). We recommend an 802.11b or above-compatible computer, computer card, and/or device to access the Service. You are responsible for ensuring the compatibility of your Unit with the Service. The availability and performance of the Service is subject to all memory, storage and other Unit limitations.

2.2 Service is available to your Unit only when it is within the range of our Wireless LAN.

2.3 All services are provided on an “as is” basis. We do not warrant that the Service is fault free or fit for any particular purpose, or that our system is secure. You assume all responsibility and risk for use of the Service.

2.4 We will always try to make the Service available, but it may be interrupted, limited or curtailed due to maintenance and repair work, transmission or equipment limitations/failures, collocation failures or due to an emergency. We are not responsible for data, messages or pages that you may lose or that become misdirected because of interruptions or performance issues with the Service.

2.5 We reserve the right to immediately and without notice, suspend your access to the Service if we suspect that you are transmitting a virus (or any other manipulating program capable of modifying other programs and replicating itself).

2.6 Network speed is no indication of the speed at which your Unit connected to the Service sends or receives data. Actual network speed will vary based on Unit configuration, compression and network congestion. The accuracy and timeliness of data sent or received is not guaranteed and you accept that delays or omissions may occur.

2.7 We do not warrant that any particular virtual private network will be compatible with the Service.

2.8 We will not supply any software to you in connection with the Service. If you use software packages, applications or configurations then you accept the risk of any failure of the Service resulting from the use of such software packages, applications or configurations.

## 3. Use of the Service

3.1 The Service is made available provided:

(a) You do not use the Service for anything unlawful, immoral or improper;

(b) You do not use the Service to make offensive or nuisance communications in whatever form. Such usage includes posting, transmitting, uploading, downloading or otherwise facilitating any content that is unlawful, defamatory, threatening, a nuisance, obscene, hateful, abusive, harmful (including but not limited to viruses, corrupted files, or any other similar software or programs), a breach of privacy, or which is otherwise objectionable;

(c) You do not use the Service to harm or attempt to harm minors in any way;

(d) You do not act nor knowingly permit others to act in such a way that the operation of the Service or our systems will be jeopardized or impaired;

(e) You do not use abusive or threatening behaviour towards other users of the Service, members of our staff or any person in the vicinity of a Wireless LAN Hotspot;

(f) You do not use the Service to access or use content in a way that infringes the rights of others;

(g) The Service is used in accordance with any third party policies for acceptable use or any relevant internet standards (where applicable).

3.2 You agree not to resell or re-broadcast any aspect of the Service, whether for profit or otherwise. You accept that your entitlement to use the Service is for your personal use only and that you shall not be entitled to transfer your entitlement to use the Service to any other person or allow any other person to make use of the Service or of any username or supplied to you in connection with the Service.

3.3 You also agree not to modify the Unit or use the Service for any fraudulent purpose, or in such a way as to create damage or risk to our business, reputation, employees, subscribers, facilities, third parties or to the public generally.

3.4 You have no proprietary or ownership rights to any username or password or to a specific IP address, or e-mail address assigned to you or your Unit. We may change such addresses at any time or deactivate or suspend Service to any address without prior notice to you if we suspect any unlawful or fraudulent use of the services.

#### **4. Content disclaimer**

4.1 Foyle International does not control, nor is it in any way liable for, data or content that you access or receive via the Service. The Internet contains unedited materials, some of which may be sexually explicit or offensive to you. Whereas Foyle International use efforts to restrict such content Foyle International has no control over and accepts no responsibility for such materials.

4.2 Foyle International is not a publisher of third-party content that can be accessed through the Service and is not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through the Service. You are responsible for evaluating such content.

4.3 It is your responsibility to evaluate the value and integrity of services offered by third parties accessible via the service. Foyle International will not be a party to nor in any way be responsible for any transaction concerning third party goods and services. You are responsible for all consents, royalties and fees related to third party vendors whose sites, products or services you access, buy or use via the Service.

4.4 Foyle International does not guarantee the accuracy, completeness or usefulness of information that is obtained through the Service.

4.5 If you choose to use the Service to access web sites or content provided by third parties or purchase products from third parties, then your personal information may be available to the third-party provider. The way third parties handle and use your personal information related to the use of their services is governed by their policies and Foyle International has no responsibility for their policies, or third parties' compliance with them.

4.6 Foyle International is providing this Service to customers and students free of charge and is intended to support general web browsing activities. Due to limited bandwidth and to ensure a consistent experience for all customers, our Wi-Fi does not support high-bandwidth actions such as streaming music, streaming video or downloading large files.

## 5. Fair Usage

To ensure the provision of a quality of Service to all our customers and to ensure that the behavior of some does not disadvantage the majority of our customers, you agree to abide by any fair use policy which we may apply.

## 6. Security

6.1 The registration process requests that you provide a username and a password, which must be used in order to access the Service. As stated in sections 3.2 and 3.3 your username and password are personal to you and are not transferable. You must treat your username and password as confidential and you must not disclose such detail to a third party. All information provided to us by you during the registration process shall be true and accurate and will be relied upon by us for the provision of the Service.

6.2 You are solely responsible for all use of and for protecting the confidentiality of your username and password. You are responsible for all activities that occur under your registration. Any breach of security of a username and password should be notified to us immediately. We have the right to disable your username and/or password at any time if in our opinion you have failed to comply with any of the provisions of these Terms and Conditions.

## 7. Privacy Policy

Personal data submitted by you in the registration process and certain other information about you is subject to our Privacy Policy. For more information, please see our **Privacy Policy**.

## 8. Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE. FOYLE INTERNATIONAL DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. NEITHER WE NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, AGENTS, DEALERS, SUPPLIERS, PARENTS, SUBSIDIARIES OR AFFILIATES WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND/OR SERVICES AVAILABLE THROUGH THE SERVICE WILL BE UNINTERRUPTED, ALWAYS AVAILABLE, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE.

## 9. Limitation of Liability

EVEN IF FOYLE INTERNATIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION: PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF PRIVACY OR SECURITY DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS OR DUE TO VIRUSES OR OTHER HARMFUL COMPONENTS, COST OF REPLACEMENT PRODUCTS AND SERVICES, THE INABILITY TO USE THE SERVICE, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION OR MESSAGE TRANSMITTED TO OR RECEIVED BY YOUR DEVICE, ACCESS TO THE WORLD WIDE WEB, THE INTERCEPTION OR LOSS OF ANY DATA OR TRANSMISSION, OR LOSSES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR MESSAGES OR DATA RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE.

## 10. Class Action Waiver

WHETHER IN COURT, SMALL CLAIMS COURT, OR ARBITRATION, YOU AND WE MAY ONLY BRING CLAIMS AGAINST EACH OTHER IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN A CLASS OR REPRESENTATIVE ACTION.

## 11. Termination

We can cancel this agreement immediately if any of the following happens:

(a) You break an important condition of this agreement or a number of less important conditions as determined by Foyle International.

## 12. General

12.1 You agree to indemnify us against any claims, demands, actions liabilities, costs or damages arising out of your use of the Service including any material that you access or make available using the Service, or violation of the agreement, including but not limited to use of the Service by you (or permitted by you) involving offensive or illegal material or activities that constitute copyright infringement. You furthermore agree to pay our reasonable legal fees and experts' costs arising out from any actions or claims hereunder.

12.2 You agree to protect your username and password. You are responsible for any usage of your account. If you become aware of any unauthorised or fraudulent usage of the Service via your account, you should notify us immediately.

12.3 You may not transfer or try to transfer any of your rights and responsibilities under this agreement without our consent. We may transfer our rights and responsibilities to any third party without your permission.

12.4 The laws applicable to the interpretation of these Terms and Conditions shall be the laws of the State of Delaware without reference to its conflict of law provisions.

12.5 This agreement shall not confer any benefit on a third party

12.6 If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

12.7 We reserve the right to amend these terms and conditions at any time.

How to contact us

Write to us at:

Foyle International

Attention: WiFi Terms and Conditions

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Londonderry

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