

# Springdale Public Schools Technology Acceptable Use Agreement (AUA)

Technology is integrated into all Arkansas course standards. Appropriate use of technology throughout the curriculum is necessary for success in learning. In addition, all students must be information, media, and visually literate. Consistent access allows for technology rich curriculum to flourish in classrooms.



## Definition

For the purpose of this AUA, “Electronic Device” means anything that can be used to transmit or capture images, sound, or data.

Springdale Public Schools (SPS) makes electronic device(s) and/or electronic device Internet access available to students, to permit students to perform research and to allow students to learn how to use electronic device technology. Use of SPS electronic devices is for educational and/or instructional purposes only.

*No student will be granted Internet access until and unless Springdale Public Schools Acceptable Use Agreement (AUA) is signed by the student and the parent/guardian.*

## Technology Protection Measures

SPS is dedicated to protecting students from materials on the Internet that are inappropriate, obscene, or otherwise harmful to minors; therefore, SPS protects each electronic device with Internet filtering software that is designed to prevent students from accessing such materials. For purposes of this AUA, “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:

- taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
- taken as a whole, lacks serious literary, artistic, political, or scientific value to minors.

SPS is dedicated to ensuring that students are capable of using the Internet in a safe and responsible manner. SPS will make good faith efforts to protect children from improper or harmful matters which may be on the Internet. At the same time, in signing this agreement, the parent and student recognize that SPS makes no guarantees about preventing improper access to such materials on the part of the student.

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## Student / Parent Electronic Device Agreement

**Terms and Conditions of Use** By signing this 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 any Electronic Device assigned/issued to the student by SPS. This policy also governs students access to and use of the internet on any connected device. The student and the student's parent/guardian also certify that they will comply with these terms while the Electronic Device is in their possession or under their control. Participation in this program is voluntary. If the student or student's parent/guardian does not wish to be assigned/issued an Electronic Device or does not agree to the terms and conditions of use, the student will receive educational services that do not require the use of an Electronic Device and will not be penalized. Standardized testing where technology is mandated will require students to follow the rules and regulations mentioned herein.

## General Terms, and Conditions

- The Electronic 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 SPS.
- The student's possession and use of the Electronic Device will be subject at all times, on and off campus, to the terms and conditions described in this document and with all applicable state and federal laws and regulations.
- The student's possession and use of the Electronic Device will be governed at all times, on and off campus, by all applicable policies and procedures of SPS, including but not limited to CARE OF SCHOOL PROPERTY BY STUDENTS Policy. Board policies are available on the SPS website, and student's use or possession of the Electronic Device must comply with those policies at all times.
- The student will not share or loan their Electronic Device with any other person, including another student, unless expressly authorized to do so by an SPS teacher or administrator. Additionally, the student will not disclose or disseminate passwords, whether the passwords are the student's own or those of another student/faculty/community member.
- The student will not divulge personally identifying information about himself/herself or anyone else either on the Internet or in an email unless it is a necessary and an integral part of the student's academic endeavors.
- Parents/guardians will supervise and monitor the student's device and internet use whenever possible.
- Electronic Devices will not 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 cyberbullying); 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 circumstance will a student use the Electronic Device, or permit the Electronic Device to be used to access any websites or online resources that have not been approved by SPS.  
\*Devices are filtered at home and school. This filter provides the best effort to block harmful sites.
- Should the student inadvertently gain access through the Electronic Device to any confidential information about other students or staff members at SPS, including but not limited to course work or grade information, the student will immediately report the incident to a school administrator or the SPS Director of Technology and will not share the information with any other person.
- The Electronic Device is the property of SPS. SPS may recall the Electronic Device or place additional restrictions on the use of the Electronic Device at any time and for any reason with or without prior notice. If instructed to do so by any SPS teacher or administrator, the student or the student's parent/guardian will surrender the Electronic Device to that teacher or administrator.
- Any violation of the terms or conditions set forth or referenced in this document may result in possession or use of the Electronic Device being restricted, suspended, or terminated, with or without prior notice, at the sole discretion of SPS.

- The student and the student's parent/guardian will hold SPS and its employees blameless for any harm that may come to the student or any other person as a result of the student's off-campus internet activities.
- The student's possession and use of the Electronic Device is a privilege, not a right. By signing this document, the student and the student's parent/guardian acknowledge that they have no right or entitlement to possession or use of the Electronic Device. Neither this document nor any conversation, correspondence or understanding between themselves and any representative of SPS gives ownership or contractual rights whatsoever to the Electronic Device. If the Student violates this agreement and misuses the Internet, the Student shall be subject to disciplinary action.

### **Issuance and Return of Electronic Device**

- After the student and the student's parent/guardian have reviewed and accepted the Springdale Public Schools Student Computing Device Acceptable Use Agreement (AUA) the Electronic Device will be issued to the student.
- The student's use of the Electronic Device will terminate on the last day of the school year that the device is issued, unless terminated previously by SPS. Electronic Devices will be collected on or before the last day of the school year.
- If the student fails to return the Electronic Device by the last day of the school year or as requested by an administrator, the student and the student's parent/guardian will incur the **total replacement cost** of the Electronic Device.

### **Consent to Monitor**

- Under no circumstances will the student install or permit to be installed on the Electronic Device any hardware, software, drivers, or other programs or devices without the advanced approval of the SPS Technology Department. Under no circumstances will the student delete, uninstall, modify, or attempt to circumvent any hardware, software, drivers, filters, or other programs or devices installed on the Electronic Device.
- The Electronic Device may be inspected at any time by SPS officials, with or without prior notice, in person or remotely, for purposes of maintenance and/or to monitor the student's use of the Electronic Device. This includes any email communications and internet activities.
- 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 Electronic Device, which shall at all times remain SPS 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 Code of Student Conduct or any criminal law, such evidence may be used in support of a disciplinary action and/or shared with law enforcement.

### **Loss, Theft, and Damage**

- The Electronic Device is a valuable piece of property that is being made available to the student by SPS for purposes of advancing the student's education.
- The student is responsible for ensuring that the Electronic Device is kept safe and secure at all times while in the student's possession or under the student's control.
- Under no circumstances will the student leave the Electronic Device unattended at any location, on or off campus, unless it is safely secured.
- Under no circumstances will the student leave the Electronic Device in the care or custody of any person other than the student's parent/guardian or SPS staff.

- If the Electronic Device is lost, stolen, damaged, or malfunctioning in any way, the student will immediately report the problem to an SPS administrator.
- If the student believes the Electronic 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, the student will provide a copy of the police report to an SPS administrator, along with details about the incident and the name and telephone number of the investigating officer.
- SPS will investigate all incidents of Electronic Devices reported as lost and may refer any such incidents to law enforcement. Any theft, conspiracy to steal, or unauthorized sale of or conspiracy to sell an SPS Electronic Device will be vigorously prosecuted to the fullest extent of the law.
- In recognition of the advantages that come from being issued an Electronic Device and the considerable expense to SPS in funding Electronic Devices, the student and the student's parent/guardian acknowledge that they must bear some risk for the possibility that the Electronic Device may be lost, damaged, or stolen.

### Technology Fees

- Student(s) and their parent(s)/guardian(s) shall be liable for any and all costs (debts) incurred through the student's use of the computers or access to the Internet including penalties for copyright violations.
- As a condition of being issued an Electronic Device, all recipients of an SPS Electronic Device must adhere to all rules and requirements of the Springdale Public Schools Student Computing Device Acceptable Use Agreement (AUA)
- The cost of computer loss or breakage is the responsibility of the student.
- SPS will offer the optional Springdale Schools Chromebook Protection Plan (SCPP). If chosen students pay an enrollment fee of \$20.00 by cash, check, or money order made payable to Springdale Public Schools before October 1 or two weeks after enrollment in school and upon receipt of Electronic Device. **SCPP does not erase the cost required to repair broken devices, it is used to offset that replacement part cost.**

**Table 1: Example of Replacement Costs.**

Replacement Part	With SCPP \$20 Annual Coverage			Without Annual Coverage
	1st incident	2nd incident	3rd +	All incidents
Computer	\$200	\$300	\$300	\$300
Screen	\$10	\$20	\$60	\$60
Keyboard	\$10	\$20	\$50	\$50
Motherboard	\$10	\$20	\$45	\$45
Charger	\$10	\$20	\$40	\$40

- With the \$20 SCPP annual coverage paid by October 1, example deductible costs are listed in Table 1. Parts costs subject to change with availability and market.
- If the Electronic Device is lost, stolen, damaged, or destroyed beyond repair during the time it is issued, the student and the student's parent/guardian will be responsible for the replacement cost. For purposes of this document:
  - the replacement cost is the actual cost to SPS at the time of replacement of a new Electronic Device in Springdale, Arkansas, at retail price.
  - the repair cost is the actual cost to SPS to have the Electronic Device fully repaired by a qualified SPS repair technician.
- The student may be issued a temporary Electronic Device for daily use until the assessed costs have been paid in full. The temporary device will be checked in and out daily until the assigned/issued device is repaired or replaced. Fees will be collected monthly and if the balance and/or payment is not made in full, the loaner device will be disabled.
- SPS reserves the right to decline to issue an Electronic Device if it determines, in its sole discretion, that the risk of loss or damage to the Electronic Device is unacceptable. The decision not to issue a replacement Electronic Device shall not excuse the student and parent/guardian from any fees associated with the loss, theft, or damage of any previously assigned/issued SPS Electronic Device..
- Seniors must pay all associated technology fees prior to having their diploma issued.

### **Disciplinary Actions**

All violations will be handled as any other infraction of school board policy. *(Supports and reflects School Board Policy Codes GBCBC/GDPDD/IIBG/JFCT)*

#### **Disciplinary actions may include:**

- Revocation of computer access
- Financial restitution
- Students: suspension, expulsion, academic failure due to lack of course completion, or other penalties as may be appropriate
- Possible referral for prosecution
- Confiscation of personal devices.



# Springdale Public Schools Technology Acceptable Usage Agreement

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## Student and Parent/Guardian Information

Student Name \_\_\_\_\_  
Last Name First Name Student ID #

Parent/Guardian Name \_\_\_\_\_  
Last Name First Name

Parent/Guardian Email Address \_\_\_\_\_

Home Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Other Phone \_\_\_\_\_

### Parent Signature

By signing this form, I certify that I have carefully read, understand, and accept the preceding terms and conditions, which will govern my student's possession and use of an Electronic Device assigned/issued to my student by SPS. I also certify that we will comply with these terms while the Electronic Device is in our possession or under our control.

Parent/Guardian Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

### Student Signature

By signing this form, I certify that I have carefully read, understand, and accept the preceding terms and conditions, which will govern my possession and use of an Electronic Device assigned/issued to me by SPS. I also certify that I will comply with these terms while the Electronic Device is in my possession or under my control.

Student Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\* If registering electronically through Registration Gateway all agreements or acknowledgements will serve as an electronic signature. for Springdale Public Schools Technology Acceptable Use Agreement (AUA).