# Parent/Guardian Technology Release Agreements



#### **Technology User Agreement**

I acknowledge that I have read and understand the Kirkwood School District's Technology Usage Procedure. I understand that my child's use of district technology, including the provided MacBook Air (9th-12th grade), or iPad (K-8th grade), is subject to the guidelines in District Policies EHB, JG, EHBD-AP(1), and the student behavior guides. This applies both on and off campus. I also understand that my child must sign the Kirkwood Digital Citizenship Contract before taking the device home and that the district reserves the right to limit or withdraw access to the device if necessary.

\_\_\_\_\_I give permission for my child to use the district's technology resources, and I acknowledge that my child will sign the appropriate technology use agreement. This form will remain in effect for the duration of my child's enrollment in the district, unless changed or revoked by either the district or me.

(K-5th guardians will sign the technology user agreement and digital citizenship contract on behalf of the child.)

#### **Internet Permission**

Kirkwood Schools is leading the way in instructional technology, changing how our students participate in class, complete homework, and collaborate on projects. As education continues to evolve in a digital society, we recognize the importance of helping students and families navigate this ever-changing digital landscape. We understand the importance of working with students to help them use these tools responsibly.

To enhance student learning opportunities, Kirkwood Schools provides student access to the Internet. Student access is designed for education purposes and steps have been taken to block inappropriate materials. Due to the ever-changing nature of the Internet, it is impossible to restrict access to all inappropriate materials; however, students are instructed on proper

Internet use at school. Kirkwood Schools is not responsible for materials acquired by students on the Internet in violation of Board policy.

In addition, the district is committed to ensuring that all online tools and materials used in the classroom comply with data privacy laws to protect student information. All new online tools and resources will be vetted and approved by the district on behalf of the parent to ensure they meet these standards before being made available for student use. In accordance with district policy, parents may review curriculum, including online tools and resources, upon request. Yes, I acknowledge that my student will use the Internet as determined by the acceptable use policy. **Device Protection Plan** As a district, we encourage students to take care of their devices, but we understand that accidents can happen. To help families avoid expensive repair or replacement costs, Kirkwood Schools offers an affordable annual protection plan for a small fee per student. This plan covers the costs in the event of an accident. I acknowledge that Kirkwood Schools offers a device protection plan for purchase. If I do not enroll in the plan, I understand I will be responsible for the full cost of repairs or replacement due to damages or misuse of district technology. Student Name: \_\_\_\_\_ Student's School: Guardian Signature:

Date:

#### Administrative Procedure EHB-AP(1): TECHNOLOGY USAGE - (Technology Safety)

Original Adopted Date: 11/19/2001 | Last Revised Date: 05/22/2012

**Status: ADOPTED** 

#### **Student Users**

All student users and their parents/guardians must sign or electronically consent to the district's User Agreement prior to accessing or using district technology resources, unless otherwise excused by this policy or the superintendent or designee. Students who are 18 or who are otherwise able to enter into an enforceable contract may sign or consent to the User Agreement without additional signatures. Students who do not have a User Agreement on file with the district may be granted permission to use the district's technology resources by the superintendent or designee.

#### **Employee Users**

No employee will be given access to the district's technology resources unless the employee agrees to follow the district's User Agreement prior to accessing or using the district's technology resources. Authorized employees may use the district's technology resources for reasonable, incidental personal purposes as long as the use does not violate any provision of district policies or procedures, hinder the use of the district's technology resources for the benefit of its students or waste district resources. Any use that jeopardizes the safety, security or usefulness of the district's technology resources or interferes with the effective and professional performance of the employee's job is considered unreasonable. The use of the Internet in the Kirkwood School District is intended for educational purposes. Therefore, unless authorized by the employee's supervisor in advance, employees may not access, view, display, store, print or disseminate information using district technology resources that students or other users could not access, view, display, store, print or disseminate.

#### **External Users**

Consultants, legal counsel, independent contractors and other persons having business with the district may be granted user privileges at the discretion of the superintendent or designee after consenting to the district's Technology User Agreement and for the sole, limited purpose of conducting business with the school. External users must abide by all laws, district policies and procedures.

#### **General Rules and Responsibilities**

The following rules and responsibilities will apply to all users of the district's technology resources:

- 1. Applying for a user ID under false pretenses or using another person's ID or password is prohibited.
- 2. Sharing user IDs or passwords with others is prohibited and users will be responsible for any actions taken by those using the ID or password.
- 3. Deleting, examining, copying or modifying files or data belonging to other users without their prior consent is prohibited.
- 4. Mass consumption of technology resources that inhibits use by others is prohibited.
- 5. Use of district technology for soliciting, advertising, fundraising, commercial purposes or financial gain is prohibited, unless authorized by the district. Use of district technology resources to advocate, support or oppose any ballot measure or candidate for public office is prohibited.
- 6. Accessing fee services without permission from an administrator is prohibited. A user who accesses such services without permission is solely responsible for all charges incurred.
- 7. Users are required to obey all laws, including criminal, copyright, privacy, defamation and obscenity laws. The district will render all reasonable assistance to local, state or federal officials for the

- investigation and prosecution of persons using district technology in violation of any law.
- 8. The district prohibits the use of district technology resources to access, view or disseminate information that is pornographic, obscene, child pornography, harmful to minors, obscene to minors, libelous, or pervasively indecent or vulgar.
- 9. Accessing, viewing or disseminating information on any product or service not permitted to minors is prohibited unless under the direction and supervision of district staff for curriculum-related purposes.
- 10. The district prohibits the use of district technology resources to access, view or disseminate information that constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion or ethnic origin); presents a clear and present likelihood that, because of their content or their manner of distribution, they will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities; or will cause the commission of unlawful acts or the violation of lawful district policies and procedures.
- 11. The district prohibits any use that violates any person's rights under applicable laws, and specifically prohibits any use that has the purpose or effect of discriminating against or harassing any person on the basis of race, color, religion, sex, national origin, ancestry, disability, age, genetic information, pregnancy or use of leave protected by the Family and Medical Leave Act (FMLA).
- 12. The district prohibits any unauthorized intentional or negligent action that damages or disrupts technology, alters its normal performance or causes it to malfunction. The district will hold users responsible for such damage and will seek both criminal and civil remedies, as necessary.
- 13. Users may only install and use properly licensed software and audio or video media purchased by the district or approved for use by the district. All users will adhere to the limitations of the district's technology licenses. Copying for home use is prohibited unless permitted by the district's license and approved by the district.
- 14. At no time will district technology or software be removed from district premises, unless authorized by the district.
- 15. All users will utilize the district's property as it was intended. Technology resources will not be moved or relocated without permission from a building administrator or designee. All users will be held accountable for any damage they cause to district technology resources.

#### **Technology Security and Unauthorized Access**

- 1. All users shall immediately report any security problems or misuse of the district's technology resources to a teacher or administrator.
- 2. Use of district technology resources in attempting to gain or gaining unauthorized access to any technology system or the files of another is prohibited.
- 3. Use of district technology to connect to other systems, in evasion of the physical limitations of the remote system, is prohibited.
- 4. The unauthorized copying of system files is prohibited.
- 5. Intentional or negligent attempts, whether successful or unsuccessful, to interfere with the ability of others to utilize any district technology are prohibited.
- 6. Users will be granted access privileges to district technology resources as determined appropriate by the superintendent or designee. Any attempt to secure a higher level of privilege without authorization is prohibited.
- 7. The introduction of computer viruses, hacking tools or other disruptive or destructive programs into a

district computer, network or any external networks is prohibited.

#### **Online Safety and Confidentiality**

Curricular or noncurricular publications distributed using district technology will comply with the law and Board policies on confidentiality.

All district employees will abide by state and federal law, Board policies and district rules when using district technology resources to communicate information about personally identifiable students. Employees will take precautions to prevent negligent disclosure of student information or student records.

All students will be instructed on the dangers of sharing personal information about themselves or others over the Internet and are prohibited from sharing such information unless authorized by the district. Student users shall not agree to meet with someone they have met online without parental approval and must promptly disclose to a teacher or another district employee any message the user receives that is inappropriate or makes the user feel uncomfortable.

#### **Electronic Mail and Messaging**

A user is responsible for all e-mail and other electronic messages originating from the user's e-mail or other electronic messaging accounts.

- 1. Forgery or attempted forgery of electronic messages is illegal and is prohibited.
- 2. Unauthorized attempts to read, delete, copy or modify electronic messages of other users are prohibited.
- 3. Attempts at sending unsolicited spam, for-profit messages, or chain letters are prohibited.
- 4. When communicating electronically, all users must comply with district policies, regulations and procedures and adhere to the same standards expected in the classroom.
- 5. Users must obtain permission from the superintendent or designee before sending any districtwide electronic messages.

#### **Communication Devices**

Employees and others to whom the district provides mobile phones or other electronic communication devices must use them professionally and in accordance with district policies, regulations and procedures. These devices shall not be used in a manner that would distract the employee or other user from adequate supervision of students or other job duties.

#### **Exceptions**

Exceptions to district rules will be made for district employees or agents conducting an investigation of a use that potentially violates the law, district policies or procedures. Exceptions will also be made for technology administrators who need access to district technology resources to maintain the district's resources or examine and delete data stored on district computers as allowed by the district's retention policy.

#### Waiver

Any user who believes he or she has a legitimate educational purpose for using the district's technology in a manner that may violate any of the district's policies, regulations or procedures may request a waiver from the building principal, superintendent or their designees. In making the decision to grant a waiver to a student, the administrator shall consider the purpose, age, maturity and level of supervision involved.

\* \* \* \* \* \* \*

Note: The reader is encouraged to review policies and/or forms for related information in this administrative area.

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
§ 170.051, RSMo.	State Statute
§ 182.817, RSMo.	State Statute
§ 431.055, RSMo.	State Statute
§ 537.525, RSMo.	State Statute
§ 542.402, RSMo.	State Statute
§§ 569.095099, RSMo.	State Statute
§§ 610.010030, RSMo.	State Statute
Ch. 109, RSMo.	State Statute
Ch. 573, RSMo.	State Statute
MO COURT	Parents, Families, and Friends of Lesbians and Gays, Inc V Camdenton R-III Sch Dist. 85 3F.Supp. 2d 888 (W.D. Mo. 2012)
Federal	Description
18 U.S.C. §§ 2510-2520	Electronic Communications Privacy Act
18 U.S.C. §§ 2701-2711	Stored Communications Act
20 U.S.C. § 1232g	Family Educational Rights and Privacy Act
20 U.S.C. § 6312	Elementary and Secondary Education Act
47 C.F.R. § 54.520	Federal Regulation
47 C.F.R. §§ 54.501513	E-Rate
47 U.S.C. § 254(h)	Child Internet Protection Act
Fed. Rules Civ. Proc. Rule 34	E-Discovery
FEDERAL COURT	Bethel Sch. Dist. No. 403 v. Fraser, 478 U.S. 675 (1986)
FEDERAL COURT	Beussink v. Woodland R-IV Sch. Dist., 30 F. Supp. 2d 1175 (E.D. Mo 1998)
FEDERAL COURT	Biby v. Bd. of Regents of the Univ. of Nebraska, 419 F.3d 845 (8th Cir. 2005)
FEDERAL COURT	Bystrom v. Fridley High Sch. Ind. Sch. Dist., 822 F.2d 747 (8th Cir. 1987)
FEDERAL COURT	City of Ontario v. Quon, 560 U.S. 746 (2010)
FEDERAL COURT	FCC v. Pacifica Foundation, 438 U.S. 726 (1978)
FEDERAL COURT	Reno v. ACLU, 521 U.S. 844 (1997)
FEDERAL COURT	Ginsberg v. New York, 390 U.S. 629 (1968)
FEDERAL COURT	Sony Corp. of America v. Universal City Studios, Inc., 464 U.S. 417 (1984)
FEDERAL COURT	Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988)
FEDERAL COURT	Henerey v. City of St. Charles Sch. Dist., 200 F.3d 1128 (8th Cir. 1999)
MSIP	Description
TL-11	MSIP STANDARDS
TL-9	MSIP STANDARDS

Cross References Description

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AC PROHIBITION AGAINST ILLEGAL DISCRIMINATION, HARASSMENT AND

**RETALIATION** 

DID INVENTORY MANAGEMENT
DID-AP(1) INVENTORY MANAGEMENT
DN-2 SURPLUS DISTRICT PROPERTY

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DN-2-AP(1) SURPLUS DISTRICT PROPERTY - (Urban, Metropolitan and School Districts,

Located Totally or Partially within St. Louis County)

GBAD <u>TELEWORK</u>

GBCC STAFF USE OF COMMUNICATION DEVICES

GBH STAFF/STUDENT RELATIONS
IGAEB SEXUAL HEALTH INSTRUCTION

IGDB <u>STUDENT PUBLICATIONS</u>

IGDBA <u>DISTRIBUTION OF NONCURRICULAR STUDENT PUBLICATIONS</u>

JFCF BULLYING
JFCG HAZING

JFG SEARCHES OF STUDENTS

JG-R1 STUDENT DISCIPLINE

JO-1 STUDENT RECORDS

JO-1-AP(1) STUDENT RECORDS - (K-12 Districts)

JO-1-AP(2) STUDENT RECORDS - (Disclosure of Photographs, Images and Recordings

Maintained by the District)

KB <u>PUBLIC INFORMATION PROGRAM</u>

KB-AP(1) PUBLIC INFORMATION PROGRAM - (K-12 Districts)



# Student Technology Agreement & Digital Citizenship Contract

As a student in the Kirkwood School District, technology is a vital tool in your learning experience. By being provided with an electronic device and access to various services, you are expected to uphold the principles of good digital citizenship and take responsibility for your actions in the digital world.

The District has established policies that govern the use of technology both on and off campus, including specific guidelines and restrictions. See policies <u>EHB</u>, <u>JG</u>, <u>EHBD-AP(1)</u>. We ask that all students, along with their parents or guardians, carefully review and acknowledge these policies.

Before students are permitted to take their devices home, they must sign the Digital Citizenship Contract below.

If you have any questions regarding the terms of this agreement, please contact your school.

#### DIGITAL CITIZENSHIP CONTRACT

Please read carefully each of the eight facets of good digital citizenship. By signing this contract, you are committing to utilizing electronic media in a manner that is ethical and respectful to yourself and others and as an educational tool.

- 1. **Respect Yourself.** I will show respect for myself through my actions. I will select online names that are appropriate. I will demonstrate respect for myself and others when posting information and images online, including personal information about my life, experiences, or relationships. I will not communicate using obscene language or images.
- 2. **Protect Yourself.** I will ensure that the information, images, and materials I post online will not put me at risk. I will not publish my personal details, contact information, or a schedule of my activities. I will share my iCloud and security passcodes only with my parents and teachers. I will report any attacks or inappropriate behavior directed at me. I will use my school email for educational purposes only, as it relates to class requirements, protocol, and communication. I will ensure that my school email is not used as a sign-up or log-in option for non-school-related sales or media.
- 3. **Respect Others.** I will show respect to others. I will not use electronic media to insult, harm, embarrass, degrade, offend or defame other people. I will show respect for others through my choice of websites and will not visit sites that are inappropriate or degrading to any persons or groups. I will not take or share pictures of others without their permission. I will not access other people's private spaces or areas.

- 4. **Protect Others.** I will protect others by reporting abuse, not forwarding inappropriate materials or communications, and not visiting sites that are inappropriate or degrading to any person or group. I will protect others' learning environment by muting my device in the classroom unless instructed otherwise by a teacher.
- 5. **Respect Property.** I understand that I am responsible for the device assigned to me and am expected to return the device, cord, and charger upon request in the same condition it was received. If my device is found to have insufficient storage space for school needs, I will delete any non-educational content to make space for necessary content or apps.
- 6. **Protect Property.** I will not modify the device in any way that will permanently alter the device physically or electronically. I will keep the district asset tags in place on the device. I will not delete any security configuration from my device. I will not loan my device to others or borrow a device from another student. I will not intentionally find workarounds for blocked websites or security settings.
- 7. **Respect Ideas.** I will request permission to use resources or content produced by others. I will suitably cite any and all use of content not produced by me, including websites, books, media, AI, etc. I understand that using an AI tool to generate a response to an assignment and claim it as my own is considered plagiarism. I am aware of the potential for AI to be used to cheat or plagiarize and if I am unsure whether or not the use of AI is fair and honest, I will ask a teacher for guidance.

8. Protect Ideas. If I purchase music or other media, I will refrain from distributing these in a

manner that violates their licenses. I will act with integration	grity.
I agree to follow the principles of digital citizer that failing to follow these tenets will have cor	·
I understand that the district-issued device procurriculum and is an essential tool for learning damaged or lost due to misuse or neglect, I a repair or replacement costs as determined by	g in our 1:1 environment. If the device is cknowledge that I am responsible for the
Student Name:	
Student Signature:	Date:

## **Device Protection Plan**

The Kirkwood School District offers a **Device Protection Plan** for all students in **grades 3–12**, ensuring that families are protected from high out-of-pocket fines if a district-issued device is accidentally damaged or stolen. **Enrollment must be renewed every school year** to maintain protection, and the fees are as follows (50% off for students receiving free or reduced lunch).

- iPad Enrollment Fee (Grades 3-8): \$20
- Laptop Enrollment Fee (Grades 9–12): \$40

Families are responsible for keeping assigned devices safe from loss or damage. For this plan, an *incident* is defined as any occurrence of accidental damage or theft of a district-issued device. With an active Device Protection Plan, the District waives fines for the first two incidents during the coverage period. Accessory replacement costs are not covered by this plan. Please refer to the tables below for further details. For families enrolled in the Device Protection Plan, the fine is waived for the first two incidents. Families who do not enroll are responsible for the full fine for each incident, as detailed below.

**Grades 3-8: iPad Fines** 

	With Plan	Without Plan
1st Incident	Waived (\$0)	\$50
2nd Incident	Waived (\$0)	\$100
3rd Incident	\$200	\$200
Each Additional Incident	\$200	\$200

**Grades 9-12: Laptop Fines** 

	With Plan	Without Plan
1st Incident	Waived (\$0)	\$100
2nd Incident	Waived (\$0)	\$200
3rd Incident	\$300	\$300
Each Additional Incident	\$300	\$300

If accessories (including power adapters and cables) are lost or damaged, families will be responsible for covering the full replacement cost. Please see the table below for details.

#### **Accessory Replacement Cost**

Replacement iPad with Case	\$500
iPad 20W USB-C Power Adapter	\$20
iPad 60W USB-C Charge Cable (1 m)	\$20
iPad Case (Logitech Keyboard Case, Gr. 3-8)	\$110
iPad Case (Brenthaven Edge 360 Case, Gr. K-2)	\$60
Replacement Laptop	\$1100
Laptop 30W USB-C Power Adapter	\$40
Laptop 240W USB-C Charge Cable (2 m)	\$30
Laptop USB-C to MagSafe 3 Cable (2 m)	\$50
Laptop Bag (Gr. 9-12)	\$35

### How to Enroll in the Device Protection Plan

- New and Returning Families: During Online Registration (OLR), you will be asked to review and acknowledge the District's Device Protection Plan offering.
- Payment & Invoicing: All families with students in grades 3-12 will receive an invoice via MySchoolBucks at the beginning of August, where payment can be made securely.
- **Deadline:** Payment must be completed by **the last Friday in September.** Families who opt out or do not pay by this date will be responsible for the **full fines** for any incidents.

### **Exclusions & Limitations**

The Device Protection Plan does not cover:

- Dishonest, fraudulent, malicious, or criminal acts, including intentional damage
- Any loss of personal data (software, music, videos, or other files added by the student)
- Additional damage caused by failing to protect the device after an incident
- Unexplained disappearance of the device without a formal police report
- Any use that violates Kirkwood School District policies
- Families are responsible for the full cost of the device if it is damaged due to intentional misuse, neglect, or malicious actions. The full replacement cost is \$500 for an iPad and \$1100 for a laptop.

Accidental damage is covered for students in K-2 at no cost and does not require enrollment in the Device Protection Plan. All fees and fines are subject to change at any time without notice.