



Millbrae Elementary School District
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FORM #3

2021-2022

STUDENT USE OF TECHNOLOGY - ACCEPTABLE USE AGREEMENT

The Millbrae Elementary School District authorizes students to use technology owned or otherwise provided by the district as necessary for instructional purposes. The use of district technology is a privilege permitted at the district's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. The district reserves the right to suspend access at any time, without notice, for any reason. The district expects all students to use technology responsibly in order to avoid potential problems and liability. The district may place reasonable restrictions on the sites, material, and/or information that students may access through the system. Each student who is authorized to use district technology and his/her parent/guardian shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement. Parent/Guardian also agrees not to hold the Millbrae Elementary School District or Millbrae Elementary School District staff responsible for the failure of any technology protection measures or user mistakes or negligence and shall agree to indemnify and hold harmless the district and district staff for any damages or costs incurred.

Definitions

District technology includes, but is not limited to:

1. Computers
2. the district's computer network including servers and wireless computer networking technology (wi-fi)
3. the Internet
4. email
5. USB drives
6. wireless access points (routers)
7. tablet computers
8. smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

Students Obligations and Responsibilities

Students are expected to use district technology safely, responsibly, and for educational purposes only. The student in whose name district technology is issued is responsible for its proper use at all times. Students shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned.

Students are prohibited from using district technology for improper purposes, including, but not limited to, use of district technology to:

1. Accessing, posting, submitting, publishing or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.
2. Intentionally uploading, downloading, or creating computer viruses, installing unauthorized software and/or maliciously attempting to harm or destroy district equipment or materials or manipulate the data of any other



user, including so-called "hacking". (Such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission from a teacher or other district personnel, changing settings on shared computers).

3. Disclose, use or disseminate personal identification information, including the name, address, telephone number, Social Security number, or other personally identifiable information, of any other student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person.
4. Bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying").
5. Infringe on copyright, license, trademark, patent, or other intellectual property rights.
6. Intentionally disrupt or harm district technology or other district operations.
7. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or district practice.

Privacy

Since the use of district technology is intended for educational purposes, students shall not have any expectation of privacy in any use of district technology. The district reserves the right to monitor student use of technology within the jurisdiction of the district without advance notice or consent. Student use of district technology, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, is not private and may be accessed by the district for the purpose of ensuring proper use. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on specific and objective facts, that the search will uncover evidence of a violation of law, district policy, or school rules. The Superintendent or designee may gather and maintain information pertaining directly to school safety or student safety from the social media activity of any district student in accordance with Education Code 49073.6 and BP/AR 5125 – Student Records. The district reserves the right to monitor and record all use of district technology, including, but not limited to, access to the Internet or social media, communications sent or received from district technology, or other uses. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Students should be aware that, in most instances, their use of district technology (such as web searches and emails) cannot be erased or deleted. All passwords created for or used on any district technology are the sole property of the district. The creation or use of a password by a student on district technology does not create a reasonable expectation of privacy.

Personally Owned Devices

If a student uses a personally owned device to access district technology, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

Reporting

If a student becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of district technology, he/she shall immediately report such information to the teacher or other district personnel.

Consequences for Violation

Violations of the law, Board policy, or this agreement may result in revocation of a student's access to district



technology and/or discipline, up to and including suspension or expulsion. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

Netiquette

The use of an account on any Millbrae School District system or on the internet via the system requires that Users abide by accepted rules of network etiquette, which includes, but is not limited to the following:

1. *BE POLITE*: Do not send or download messages that harass, insult, or attack others. This includes, but is not limited to, any form of cyber-bullying and harassment, engaging in personal attacks, cyber-stalking, exclusion, trolling, impersonation, trickery and outing.
2. *USE APPROPRIATE LANGUAGE*: In all messages, do not swear, use vulgarities, or express yourself in any other inappropriate language or attempt to encode such language.
3. *PRIVACY*: Do not reveal the User Id, password, personal address or phone number of yourself or anyone else. Do not provide credit card or other financial information.
4. *CONNECTIVITY*: Do not use the network in such a way that would disrupt or interfere with its use by others.

Ethical Use

Plagiarism of information or violation of copyright laws will be grounds for disciplinary action. Unless otherwise stated, all Users should assume that all materials on the internet, including web sites and graphics, are copyrighted.

1. No material may be disseminated through the District Internet system or posted on the district or school internet site unless that material is original, in the public domain, used in accord with the fair use provisions of the copyright law, or is disseminated or posted with permission of the copyright owner: this includes music and video. Users must adhere to all copyright laws.
2. Theft or piracy of software and/or vandalism will result in a minimum of cancellation of privileges. Staff and students may not copy software on any MSD computer and may not bring software from outside sources for use on MSD equipment without the prior approval of the Information Technology Department or its designee.

Student Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

Parent or Legal Guardian Acknowledgment

If the student is under 18 years of age, a parent/guardian must also read and acknowledge the agreement. As the parent/guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the Acceptable Use Agreement. By acknowledging this Agreement, I give permission for my child to use district technology and/or to access the school's computer network and the Internet. I understand that, despite the district's best efforts, it is impossible for the school to restrict access to all offensive and controversial materials. I agree to release from liability, indemnify, and hold harmless the school, district, and district personnel against all claims, damages, and costs that may result from my child's use of district technology or the failure of any technology protection measures used by the district. Further, I accept full responsibility for supervision of my child's use of his/her access account if and when such access is not in the school setting.