

Series 4000: District Employment

4200 Employee Conduct and Ethics

4215-F District Technology and Acceptable Use Policy

Acceptable Use Agreement

Midland Public Schools

Agreement for Acceptable Use of Technology Resources

For Board Members, Employees, Volunteers, and Adults (other than Students)

<i>Building/Program Name</i>	<i>User Name</i>
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This Agreement is entered into on _____ between Midland Public Schools ("District") and _____ ("User"), whose address is _____.

Technology Resources include any type of instrument, device, machine, equipment, technology, or software that is capable of transmitting, acquiring, or intercepting any telephone, electronic, data, internet, audio, video, or radio transmissions, signals, telecommunications, or services, and include: (1) internal and external network infrastructure, (2) internet and network access, (3) computers, (4) servers, (5) storage devices, (6) peripherals, (7) software, and (8) messaging or communication systems.

In exchange for the use of the District's Technology Resources either at or away from the District, the User understands and agrees to the following:

- A. Use of the District's Technology Resources is a privilege that the District may revoke at any time and for any reason. The resources are for exclusive use on behalf of the District and not a person's personal use.
- B. There is no expectation of privacy when using the District's Technology Resources. The District has the right to monitor and inspect all use of its Technology Resources, including, without limitation, personal email and voicemail communications, computer files, databases, web logs, audit trails, or any other electronic transmissions accessed, distributed, or used through Technology Resources. The District has the sole discretion and right to remove any material from Technology Resources that it chooses to, including, without limitation, any information that the District determines to be unlawful, obscene, pornographic, harassing, intimidating, disruptive, or that violates this Agreement.
- C. Technology Resources do not provide a "public forum." Do not use Technology Resources for commercial or political positions or candidates without express written authorization in advance by an appropriate District administrator, except to contact or communicate with public officials directly relating to the duties of the User's position.

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- D. Technology Resources are for use only by the registered User. The User is responsible for use of the account/password and any access to Technology Resources made using the account/password. Any damage or liability arising from the use of the account/password is the User's responsibility. Use of the account/password by someone other than the User is prohibited and may be grounds for suspension from Technology Resources and other disciplinary consequences (for employees, up to and including discharge), for both the User and the person(s) using the account/password. Likewise, using or accessing another person's account is prohibited and may be grounds for suspension from the Technology Resources and other disciplinary consequences for both you and the person whose account or password you used or accessed.
- E. Misuse or abuse of Technology Resources may result in the User being subject to discipline, up to and including discharge and/or suspension of access to Technology Resources. Misuse includes, but is not limited to:
1. Accessing or attempting to access material that is unlawful, obscene, pornographic, profane, vulgar, or otherwise inappropriate for an educational or professional setting.
 2. Sexting, which includes, without limitation, possessing, sending, distributing or otherwise transmitting via phone or other technology: nude, sexually explicit, or sexually suggestive photographs, videos, or other visual depictions of yourself or another person, including cartoon or animated images.
 3. Sexually suggestive or explicit messages.
 4. Destruction or vandalism, which includes, without limitation, any malicious or intentional attempt to harm, steal, destroy, or disrupt user data, District materials, or District hardware or software.
 5. Hacking, which includes, without limitation, gaining or attempting to gain access to, modifying, or obtaining copies of information belonging to other users or information you are not authorized to access.
 6. Unauthorized copying or use of licenses or copyrighted software.
 7. Plagiarizing, which includes the unauthorized distributing, copying, using, or holding out as your own material that was written or created by someone else, without permission of, and attribution to, the author/creator.
 8. Posting or distributing confidential or inappropriate information meant to harass, intimidate, or embarrass others.
 9. Allowing someone else to use your account or password or not preventing unauthorized access to Technology Resources when leaving them unattended.

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10. Using or soliciting the use of or attempting to use or discover the account information or password of another user, unless authorized to do so by the Board or its designee.
 11. Attempting to or successfully disabling security features, including technology protection measures required under the Children's Internet Protection Act ("CIPA"), unless authorized to do so by the Board or its designee.
 12. Misusing equipment or altering system software without permission.
 13. Commercial transactions or advertising.
 14. Sending mass mailings or spam.
 15. Political, partisan activities, or lobbying petitions.
 16. Disclosing any information via Technology Resources that includes personally identifiable information about any of the District's students, including without limitation videos, audio, documents, or other student records that identify a student by name, voice, or likeness, except as permitted by applicable law or as authorized by the Board or its designee.
 17. Using Technology Resources in any way that violates federal, state, or local law or rule, or District policy, rule, handbook, or agreement.
- F. The District, as a recipient of certain federal funds, must provide technology protection measures on its computers with Internet access to protect against visual depictions that are obscene or constitute child pornography. An authorized person may disable the technology blocks for adult use, to enable user access to bona fide research, or for other lawful purposes.
- G. The District does not guarantee that its Technology Resources will meet any specific requirement or be error-free or uninterrupted; nor will the District be liable for any damages (including lost data, information, or time) in connection with the use, operation, or inability to use Technology Resources.
- H. As soon as possible, the User must disclose to an appropriate District administrator any content viewed or received over Technology Resources that is harassing, bullying, or threatening, or any communication that contains sexually explicit content. Do not delete such content unless instructed to do so by the Superintendent or designee. Transmission of sexually explicit content of a minor may result in charges for distribution of child pornography. Any such content should not be retransmitted for any reason.
- I. Student education records and other data is subject to confidentiality requirements of the Family Educational Rights and Privacy Act, Individuals with Disabilities Education Act, the Michigan Mandatory Special Education Act, the National School Lunch Act, the Revised School Code, and their underlying regulations (collectively, the "Acts"). Such data and records are subject to the provisions of those Acts, and

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User will not re-disclose student data or other education records except as permitted by law.

- J. Correspondence or data that the User sends or receives may be subject to retrieval and disclosure under the Freedom of Information Act ("FOIA") and other federal or state statutes and regulations. The User will cooperate fully and promptly with the District when responding to FOIA requests or other requests for disclosure of information.
- K. The User is solely responsible for all charges and fees, including outside telephone, printing, and merchandise purchases, made through Technology Resources. The District is not a party to such transactions and is not liable for any costs or damages, whether direct or indirect, arising out of the User's use of Technology Resources.
- L. The User is responsible for the proper use of Technology Resources and will be held accountable for any damage to or replacement of Technology Resources caused by the User's inappropriate use or negligence.
- M. Violation of this Agreement may result in the suspension of access to Technology Resources and discipline, up to and including discharge.

As a condition of using Technology Resources, I release the District and its Board members, agents, and employees, including the Internet Service Provider, from liability related to my use of Technology Resources. I agree to follow this Agreement, all applicable Board policies and handbooks, and all rules and regulations that may be added from time to time by the District or its Internet Service Provider. I agree to pay for, reimburse, and indemnify the District for damages, including any fees or expenses, incurred as a result of use or misuse of Technology Resources.

I understand that data I send or receive over Technology Resources is not private. I consent to having the District monitor and inspect my use of Technology Resources, including any electronic communications that I send or receive through Technology Resources.

I have read this Agreement and agree to its terms.

Signature

Date

c: Personnel File