

**BOARD OF EDUCATION
MARSHALL PUBLIC SCHOOL DISTRICT**

TECHNOLOGY ACCEPTABLE USAGE POLICY

Agreement for Use of Marshall Public School District Network, Internet Access, Email, and Other Technology

Student Name

This agreement is entered into between the above person identified hereafter as “Student” or “User” and the Marshall Public School District (MPS). The purpose of this agreement is to provide access to MPS technology resources (computers, mobile devices, tablets, servers, local and cloud storage devices, peripherals, and network equipment) and to MPS’s Internet and wide area network connections for legitimate educational purposes that are consistent with MPS’s mission statement. As such, these accesses shall (1) assist in the collaboration and exchange of information, (2) facilitate personal growth in the use of technology, and (3) enhance information gathering and communication skills.

In exchange for the use of MPS’s technology resources and MPS’s Internet and wide area network connections either at school or away from school, I understand and agree to the following:

- A. The use of MPS’s technology resources and MPS’s Internet and wide area network connections are a privilege that may be revoked by the MPS at any time and for any reason. Examples of some reasons that shall result in revoking privileges include, but are not limited to: misusing equipment or altering of system software without permission; placing unauthorized information, computer viruses, or harmful programs on or through the computer system in either public or private files or messages; using the system to send harassing or intimidating communications; or intentionally accessing inappropriate information. MPS reserves the right to remove files, limit or deny access, and refer the student for other disciplinary actions.
- B. MPS reserves all rights to any material stored on MPS technology resources both locally and in the cloud, as well as personal computing devices (e.g. iPads, cellular phones, laptops, Chromebooks, desktops, etc.) where a MPS user account is being used. This includes, but is not limited to, personal devices connected to the MPS LAN/WAN, MPS devices connected to the MPS LAN/WAN, and personal devices NOT connected to the MPS LAN/WAN, but in an instance where a MPS technology resource or account is being used. Users have no expectation of privacy. MPS also reserves all rights to access and/or remove any material which the MPS, at its sole discretion, chooses to, including any information that is or may be unlawful, obscene, pornographic, abusive, or otherwise objectionable and was obtained using MPS technology resources. Students will not use any MPS-approved computing device or account access to obtain, view, download, or otherwise gain access to such materials. If you mistakenly access such information, you must notify your teacher immediately or face potential loss of access privileges or other disciplinary consequences.
- C. All information services and features contained on MPS’s network resources are intended for the use of its registered users and any use of these resources for *commercial-for-profit* or other unauthorized purposes (e.g. advertisements, political lobbying), in any form is expressly forbidden.
- D. MPS’s technology resources and MPS’s Internet and wide area network connections are intended for exclusive use by registered users. The Student is responsible for the use of his/her account/password and/or access privilege. Any problems arising from the use of a Student’s account are the responsibility of the account holder. Use of an account by someone other than the registered account holder is forbidden and may be grounds for loss of access privileges and other disciplinary consequences.
- E. Any misuse of the account/technology resources shall result in suspension of the account privileges and/or other disciplinary action determined by MPS. Misuse, includes, but is not limited to:
 - 1. Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users.
 - 2. Misrepresenting other users on the local Network or Internet.

3. Disrupting the operation of the local Network or Internet through, but not limited to tampering with computer operating systems, “hacking” into MPS programs, “hacking” into another system using MPS technology resources, and violating the integrity of MPS technology resources.
 4. Damaging technology equipment through inappropriate use.
 5. Inappropriate uses of the local Network or Internet including hate mail, harassment (to persistently annoy), intimidating profanity (and other offensive profane language), vulgar statements, or discriminatory/retaliatory remarks.
 6. Accessing educationally inappropriate Internet materials/sites, including but not limited to unlawful, obscene, pornographic, abusive, or otherwise objectionable materials/sites.
 7. Illegal installation of licensed or copyrighted software.
 8. Unauthorized downloading, copying, or use of licenses or copyrighted software without permission.
 9. Plagiarizing: Unauthorized distributing/copying (printing, saving, or copying and pasting) of copyrighted material (most of the Internet is copyrighted) without permission of the author
 10. Posting personally identifiable information about self or peers using and on school related web sites, blogs, or social media websites and platforms.
 11. Allowing anyone to use an account other than the account holder.
 12. Commercial-for-profit activities, advertising and political lobbying
- F. MPS’s technology resources and MPS’s Internet and wide area network connections do not warrant that the functions of the system will meet any specific requirement the user may have, or that they will be error free or uninterrupted; nor shall MPS and/or its Internet provider be liable for any direct or indirect, incidental, or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the system.
- G. When utilizing MPS technology resources, Students may use MPS authorized electronic communication systems.
1. The email system and all its components are owned by the school MPS. There is no expectation of privacy in electronic communications. The MPS reserves the right to monitor electronic correspondence and its content, especially if an Acceptable Usage Policy violation is suspected. Any violation of this Acceptable Usage Policy will subject the user to appropriate discipline, including the termination of access to email, Internet, and/or other MPS technology.
 2. Examples of appropriate communication:
 - Communication with teachers
 - Communication with parents
 - Communication with students to support approved projects by the principal
 - Communication with outside parties as approved by the principal (such as foreign exchange students, key pals, etc.)
 3. Examples of inappropriate communication are:
 - Communication with anyone that includes harassment (to persistently annoy), intimidation, profanity (and other offensive profane language), vulgar statements, threats of physical harm, threats of harm to property, or discriminatory/retaliatory remarks.
 - Disclosing personal information, location, and identity with anyone you do not know
 - Use of an email account other than the school MPS account
 - Accessing non-educational chat rooms and listservs
- H. Should a user choose to use a non-MPS authorized electronic communication system on a personal computing device (e.g. iPad, cellular phone, laptop, Chromebook, desktop, etc.), the user will have no expectation of privacy. Should the district be made aware of a threat or misuse of technology resources, including WAN/LAN access to the Internet, MPS also reserves all rights to access and/or remove any material which MPS, at its sole discretion, chooses to, including any information that is or may be unlawful, obscene, pornographic, abusive, or otherwise objectionable and was obtained using MPS technology resources.
- I. MPS and/or the Internet provider shall periodically determine whether specific uses of MPS’s technology resources and MPS’s Internet and wide area network connections are consistent with the acceptable-use practice. MPS and/or its Internet provider reserves the right to log Internet use and to monitor mail space utilization by users.

- J. The Student may not transfer any file, shareware, or software from information services and electronic bulletin boards without the permission of the MPS Director of Technology or his/her designee. Without first obtaining such permission, the Student shall be liable for any damage and to pay the cost of any file, shareware, or software transferred, whether intention or accidental.
- K. MPS reserves the right to log computer use and to monitor fileserver space utilization by users. MPS reserves the right to remove a user account on MPS's network and/or from MPS's Internet and wide area connections to prevent further unauthorized activity.
- L. The Student is responsible for the proper use of the equipment and shall be held accountable for any damage to or replacement of equipment caused by inappropriate use.

In consideration for the privileges of using MPS's technology resources and/or MPS's Internet and wide area connections, and in consideration for having access to the information contained therein, I release MPS, its Board of Education, individual Board members, administrative employees and agents, the Internet provider and their operators from any and all claims of any nature arising from my use, or inability to use these tools. I agree to abide by these rules and regulations of system use and by those that may be added from time-to-time by MPS and its Internet provider. All additional rules shall be available in hardcopy in the Principal's office.

Student Signature (**REQUIRED**)

Date

As the student's parent or legal guardian, I acknowledge that I have read MPS's policy or policies and administrative regulations pertaining to the Internet and technology systems. In consideration for the privilege of my child using MPS technology resources and MPS's Internet and wide area connections, I hereby release and covenant not to sue MPS, its Board of Education, individual Board of Education members, its administrative employees and agents from any and all claims, causes of action and damages of any nature arising from my child's use of, or inability to use, MPS technology resources and MPS's Internet and wide area connections including, without limitation, the types of damages identified now, or in the future, in MPS's applicable policies and regulations. I further agree to indemnify MPS, its Board of Education, individual Board members and administrative employees and agents for any fees, expenses or damages incurred as a result of my student's use, or misuse, of MPS's technology resources and MPS's Internet and wide area connections and to pay or reimburse MPS for any such fees, expenses or damages. I understand and agree that my student will not be able to use MPS technology resources and MPS's Internet and wide area connections until this Agreement has been signed by both my student and I.

Parent/Guardian Signature (**REQUIRED**)

Date

Principal Signature

Date