ACCEPTABLE USE AGREEMENT
AND RELEASE OF COUNTY OFFICE OF EDUCATION FROM LIABILITY (EMPLOYEES)

The Marin County Office of Education (MCOE) authorizes MCOE employees to use technology, as defined in County Superintendent Policy 4040 - Acceptable Use of Technology. The use of MCOE technology is a privilege permitted at the MCOE's discretion and is subject to the conditions and restrictions set forth in applicable local policies, administrative regulations, and this Acceptable Use Agreement. The MCOE reserves the right to suspend access at any time, without notice, for any reason. However, the MCOE shall not prevent or restrict access to an employee's mobile or other communications device(s) if there is a need to seek emergency assistance, assess the safety of a situation, or communicate with a person to confirm the person's safety.

The MCOE expects all employees to use technology responsibly in order to avoid potential problems and liability. The MCOE may place reasonable restrictions on the sites, material, and/or information that employees may access through the system.

The MCOE makes no guarantee that the functions or services provided by or through the MCOE will be without defect. In addition, the MCOE is not responsible for financial obligations arising from unauthorized use, or misuse, of the system.

Each employee who is authorized to use MCOE technology shall sign this Agreement, which indicates that the employee has read and understands this Agreement and County Superintendent Policy 4040 - Acceptable Use of Technology.

Employee Obligations and Responsibilities

Employees are expected to use MCOE technology safely, responsibly, and primarily for work-related purposes and in accordance with the accompanying County Superintendent Policy and applicable copyright laws. Any incidental personal use of MCOE technology shall not interfere with MCOE business and operations, the work and productivity of any MCOE employee, or the safety and security of MCOE technology. The MCOE is not responsible for any loss or damage incurred by an employee as a result of the employee's personal use of MCOE technology.

The employee in whose name MCOE technology is issued is responsible for its proper use at all times. Employees 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. Employees shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic identification, or send anonymous electronic communications. Furthermore, employees shall not attempt to access any data, documents, emails, or programs in the MCOE's system for which they do not have authorization.

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

1. Access, post, display, create, or otherwise use material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, threatening, or disruptive

2. Disclose or in any way cause to be disclosed confidential or sensitive MCOE, employee, or student information without prior authorization from a supervisor

3. Engage in personal commercial or other for-profit activities without permission

4. Engage in unlawful use of MCOE technology for political lobbying

5. Infringe on copyright, license, trademark, patent, or other intellectual property rights

6. Intentionally disrupt or harm MCOE technology or other MCOE operations (such as destroying MCOE equipment, placing a virus on MCOE computers, adding or removing a computer program without permission, changing settings on shared computers)

7. Install unauthorized software

8. Engage in or promote unethical practices or violate any law or local policy, administrative regulation, or local practice

Privacy
Since the use of MCOE technology is intended for use in conducting MCOE business, no employee should have any expectation of privacy in any use of MCOE technology.

The MCOE reserves the right to monitor and record all use of MCOE technology, including, but not limited to, access to the Internet or social media, Internet searches, browsing history, use of artificial intelligence, communications sent or received from MCOE technology, or other uses within the jurisdiction of the MCOE. 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. Employees should be aware that, in most instances, their use of MCOE technology (such as web searches or emails) cannot be erased or deleted.

All passwords created for or used on any MCOE technology are the sole property of the MCOE. The creation or use of a password by an employee on MCOE technology does not create a reasonable expectation of privacy.

Personally Owned Devices
If an employee uses a personally owned device to access MCOE technology or conduct MCOE business, the employee shall abide by all applicable local policies, administrative regulations, and this 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.

Records
Any electronically stored information generated or received by an employee which constitutes a MCOE or student record shall be classified, retained, and destroyed in accordance with applicable policies and regulations addressing the retention of MCOE or student records.

Reporting
If an employee becomes aware of any security problem (including, but not limited to, a cyberattack, phishing, or any compromise of the confidentiality of any login or account information), or misuse of MCOE technology, the employee shall immediately report such information.

Consequences for Violation
Violations of the law, local policy, or this Agreement may result in revocation of an employee's access to MCOE technology and/or discipline, up to and including termination.

In addition, violations of the law, local policy, or this agreement may be reported to law enforcement agencies as appropriate.

Employee Acknowledgment
I have received, read, understand, and agree to abide by this Agreement, County Superintendent Policy 4040 - Acceptable Use of Technology, and other applicable laws and MCOE policies and regulations governing the use of MCOE technology. I understand that there is no expectation of privacy when using MCOE technology or when my personal electronic devices use MCOE technology. I further understand that any violation may result in revocation of user privileges, disciplinary action, and/or appropriate legal action.

I hereby release the MCOE, its personnel, the County Superintendent of Schools, and the County Board of Education from any and all claims and damages arising from my use of MCOE technology or from the failure of any technology protection measures employed by the MCOE.

Name: _____
(*Please print*)

Position:_____

Signature: _____

Date:_____

For New Hires Only

Please provide a personal email address to receive an encrypted email from the MCOE Information Services Department that will contain your MCOE Username and Password:

Email Address: _____

Status: Approved – John A. Carroll, Marin County Superintendent of Schools
Original Approval Date: July 14, 2025
Last Revision Date: N/A