Millbrae Elementary School District
555 Richmond Drive
Millbrae, CA 94030
650-697-5693 ● 650-697-6865 (fax) ● www.millbraeschooldistrict.org

FORM #3 **2026-2027**

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, smart watches, 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.

Part 1: The Student Pledge (My Tech Promises)

Parents/Guardians: Please read these promises with your child to ensure they understand.

1. I will take care of my equipment.

- I will treat my school device gently and keep it safe from food and drinks.
- I will leave all school barcodes, labels, and tags exactly as they are.
- I will not draw on my device or add my own stickers.
- If my device breaks or goes missing, I will tell my teacher or the office right away.

2. I will be safe and protect my privacy.

- I will keep my passwords a secret and only use my own account.
- I will never share personal information online, like my home address, phone number, or photos of myself or others.
- I understand that the school can see and monitor everything I do on my school device and account.

Millbrae Elementary School District
555 Richmond Drive
Millbrae, CA 94030
650-697-5693 ● 650-697-6865 (fax) ● www.millbraeschooldistrict.org

3. I will be a kind digital citizen.
- I will always use polite and appropriate language.
- I will never use technology to bully, tease, exclude, or send mean messages to anyone (cyberbullying).
- If I see a classmate doing something unsafe or looking at an inappropriate website, I will tell a teacher or principal immediately.

4. I will do my own work and use tech for learning.
- I will only use technology for educational purposes.
- I will not copy other people's work or steal things from the internet (plagiarism).
- I will not use Artificial Intelligence (AI) to do my assignments for me. If I use AI to help me research, I will give it proper credit.
- I will not record audio or video of my teachers or classmates unless the teacher and principal give me permission.

5. I will follow the technology rules.
- I will not try to hack, download viruses, or break the school's equipment.
- I will not use hotspots, proxies, or secret apps to bypass the school's internet filters.

Part 2: Family & Legal Details
To be read and acknowledged by the Parent/Guardian.

Students' Obligations and Responsibilities
Students are expected to use district technology safely, responsibly, and for educational purposes only. The student in whose name the 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. It is a violation of this section for students to use, attempt to use, or facilitate access to another student's account or access credentials, even if the other student permits or facilitates the use.

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. Use any software or create a proxy service to obscure either the student's IP address or the sites that the student visits. This includes but is not limited to creating wireless hotspots using devices or personal data plans to avoid MESD security.
4. Awareness of online safety rules including protecting one's self and others from online predators. Students should not give out personal or identifiable information about themselves or others. Personal information includes, but is not limited to, digital images, name, address, telephone number, and Social Security number.
5. 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.
6. Bully, harass, intimidate, or threaten other students, staff, or other individuals (cyberbullying).
7. Infringe on copyright, license, trademark, patent, or other intellectual property rights.
8. Intentionally disrupt or harm district technology or other district operations.
9. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or district practice.

Equipment Identification

Student equipment will be labeled in the manner specified by the school. Equipment can be identified by the serial number, asset tag, and individual user account name and password. The MESD tags should not be altered or removed, and should remain visible. Please notify the school office if these tags need to be replaced. Devices and covers must remain free of any writing, drawing, stickers, or labels that are not the property of MESD.

Taking Care of the Equipment

Students are responsible for the general care of the equipment they have been issued or entrusted to use by the school. Devices that are broken or fail to work properly must be reported to MESD. Lost or stolen equipment should be reported immediately to the school office. Repairing or replacing a school-issued device that malfunctions or is damaged must be reported to MESD immediately. Vendors warrant the laptops and devices from defects in materials and workmanship for a limited time. This limited warranty covers normal use, mechanical breakdown or faulty construction and may provide replacement parts necessary to repair the laptop or a laptop replacement. The warranty does not protect against damage caused by misuse, neglect, or abuse. Students will be entirely responsible for the cost of repairs to school-issued devices that are damaged intentionally or due to negligence. Continuous reports of damage will be logged and handled on an individual basis.

Internet Safety

In compliance with the Children's Internet Protection Act (CIPA), MESD will implement filtering and/or blocking software or hardware to restrict access to internet sites containing pornography, obscene illustrations, or other materials harmful to minors less than 18 years of age. However, no filtering is foolproof and there is still the risk a student may be exposed to unacceptable content. If a student accidentally connects to such a site, they should contact his/her teacher/principal immediately. If a student sees another user accessing inappropriate sites, he or she should notify a teacher/principal immediately.

Children's Online Privacy Protection Act (COPPA)

In order for MESD to continue to be able to provide your student with the most effective web-based tools and applications for learning, we need to abide by federal regulations that require a parental signature as outlined below.

Our schools utilize several computer software applications and web-based services, operated by third parties. This includes, but is not limited to learning management systems, video conferencing applications, monitoring and filtering software, and similar educational programs and applications. In order for our students to use these programs and services, certain personal identifying information, generally the student's name and email address, must be provided to the web site operator. Under federal law, these websites must provide parental notification and obtain parental consent before collecting personal information from children under the age of 13.

The law permits schools to consent to the collection of personal information on behalf of all of its students, thereby eliminating the need for individual parental consent to be given directly to the website operator. Signing this Acceptable Use Agreement form will constitute consent for MESD to provide information for your child consisting of

Millbrae Elementary School District
555 Richmond Drive
Millbrae, CA 94030
650-697-5693 ● 650-697-6865 (fax) ● www.millbraeschooldistrict.org

first name, last name, school email address and username to the operators of any web-based educational programs and services which have been reviewed and selected for instructional use.

Recordings

California Code, Education Code § 51512 states the following:

The Legislature finds that the use by any person, including a pupil, of any electronic listening or recording device in any classroom of the elementary and secondary schools without the prior consent of the teacher and the principal of the school given to promote an educational purpose disrupts and impairs the teaching process and discipline in the elementary and secondary schools, and such use is prohibited. Any person, other than a pupil, who willfully violates this section shall be guilty of a misdemeanor. Any pupil violating this section shall be subject to appropriate disciplinary action. This section shall not be construed as affecting the powers, rights, and liabilities arising from the use of electronic listening or recording devices as provided for by any other provision of law.

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.

Artificial Intelligence Tools

MESD values academic integrity and wants to ensure that all students understand the implications of using Artificial Intelligence (AI) tools for assignments and their connection to plagiarism. Using AI to complete assignments without proper acknowledgement and personal effort is considered plagiarism. Plagiarism involves presenting someone else's work, ideas, or words as your own without giving them proper credit. It is important to recognize that relying solely on AI-generated content without engaging in critical thinking undermines the learning process. To maintain academic integrity, we have the following guidelines regarding the use of AI for assignments:

- **Originality**: Assignments should reflect your independent thinking, research, and analysis. Depending solely on AI-generated content without your personal input is not acceptable.
- **Attribution**: If you use AI-generated content or AI tools for research, ensure you provide proper attribution and acknowledge the source. Cite the AI-generated material just like you would with any other source.
- **Learning Purpose**: Assignments are meant to develop your knowledge, skills, and critical thinking abilities. AI can be used to support and enhance your efforts, but it should not replace them entirely.

Millbrae Elementary School District
555 Richmond Drive
Millbrae, CA 94030
650-697-5693 ● 650-697-6865 (fax) ● www.millbraeschooldistrict.org

- **Academic Integrity**: Upholding honesty, authenticity, and personal growth is fundamental to our institution. Maintaining academic integrity contributes to your academic journey and our school's reputation. By following these guidelines, you uphold academic integrity, maximize your learning potential, and benefit from the educational opportunities.

MESD is dedicated to fostering an environment that promotes originality, critical thinking, and personal growth, providing you with the skills necessary for success in your academic and professional pursuits

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.

Digital Citizenship

MESD believes in Digital citizenship. The use of an account on any Millbrae Elementary School District system or on the internet via the system requires that Users abide by accepted rules of digital citizenship, 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. *KEEP PRIVATE THINGS PRIVATE*: 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. Don't share private information, including your home address, date of birth, your location, or revealing photos.
4. *CONNECTIVITY*: Do not use the network in such a way that would disrupt or interfere with its use by others.
5. *REPORT MISBEHAVIOR*: The internet is a giant community, and you can help it be a nicer place.

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 websites and graphics, are copyrighted. Please also refer to the “Artificial Intelligence Tools” section above.

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 accordance with the fair use provisions of the

Millbrae Elementary School District
555 Richmond Drive
Millbrae, CA 94030
650-697-5693 ● 650-697-6865 (fax) ● www.millbraeschooldistrict.org

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 MESD computer and may not bring software from outside sources for use on MESD equipment without the prior approval of the Information Technology Department or its designee.

Student Acknowledgment

I have received, read (or listened to), understand, and agree to abide by the Student Pledge and 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.