

# **Millburn Township Public Schools**

## **Acceptable Use Agreement**

Millburn Township Public Schools (MTPS) recognizes that staff and students (collectively, Users) require access to computers, networks, and other technologies for effective and efficient instruction and operations. Towards that end, MTPS provides such access for Users through the use of devices belonging to the MTPS. As such, the MTPS reserves the right to monitor Users' use of the network at any time and make determinations as to whether uses of the network are consistent with the terms of this Agreement. However, this monitoring capability is not designed to function as a substitute for proper adult supervision of device usage by student Users outside of school hours. MTPS shall not use this monitoring capability in a manner that would violate the privacy rights of Users or any individuals residing with Users.

Safe, effective, and efficient use of the computers and networks require that Users explicitly accept and comply with the following Acceptable Use Agreement (AUA):

### **1. Personal Property Technology.**

MTPS provides Users with access to the computers and networks required for effective and efficient instruction and operations. Accordingly, MTPS does not encourage the use of personal property technology, including but not limited to PCs, laptops, tablets, external hard disk drives, USB FLASH drives, and printers, and does not approve connection of personal property technology to MTPS technology or MTPS networks.

- a. MTPS accepts no liability and no responsibility for damage to or loss of data, including but not limited to files, documents, photos, videos, and music, from personal property technology.
- b. MTPS does not support, does not repair personal property technology, and will not attempt to repair personal property technology. MTPS does not support, does not recover lost data, and will not attempt to recover lost data from personal property technology.
- c. Users whose personal property technology is connected to MTPS technology or MTPS networks without MTPS approval are liable and responsible for damage to and/or loss of data, including but not limited to files, documents, photos, videos, and music, from MTPS technology resulting from the unapproved connection of personal property technology to MTPS technology or MTPS networks.

### **2. Personal Data, Files, Documents, Photos, Videos, and Music.**

MTPS provides Users with access to computers, storage, networks, and other technology for the purpose of effective and efficient instruction and school operations. MTPS does not approve using MTPS computers, storage, networks, and other technology for personal data, including but not limited to files, documents, photos, videos, and music. MTPS does not approve using MTPS computers, storage, networks, and other technology for producing hard copies or electronic copies of files, documents, photos, videos, and/or music.

3. Intellectual Property.

- a. Users must not publish, post, or distribute work created by another person(s) without the explicit written authorization of the person(s) who created the work.

4. Usernames and Passwords.

MTPS protects itself as well as Users with the establishment of usernames and personal and confidential passwords. Knowledge of a User's username and password by another person including another User exposes both MTPS and the User to risk of loss of data, unauthorized modification of data, and malware infection.

- a. Users must protect the confidentiality of their usernames and passwords and must not share their usernames and passwords with any other person including but not limited to any other User.
- b. Users must not use another User's username and password.

5. Damaged or Lost Technology.

MTPS technology and networks represent a large investment and Users must respect and protect that investment. These investments will be held to the same accountability as textbooks listed in [Millburn Board of Education Policy \(5513\)](#).

- a. Users must not deliberately damage or steal MTPS technology or networks. Users must not enable any other person including any other User to deliberately damage or steal MTPS technology or networks. Users who deliberately damage or steal MTPS technology or networks are liable and responsible for the damage or theft.
- b. Users must exercise reasonable care to protect MTPS technology and networks from accidental damage, theft, or loss. Users who are negligent in protecting MTPS technology and networks are liable and responsible for accidental damage, theft, or loss of technology resulting from such negligence.

- c. Users must immediately report any damage to or missing MTPS technology or networks to the Technology Department and the building principal.
- d. Unintentional damage, loss of technology components, and incorrect system configurations can be the result of unauthorized persons installing, connecting, configuring, disconnecting, and/or moving MTPS technology components. Users must not install, connect, configure, disconnect, and/or move MTPS technology components.

## 6. Internet Access.

MTPS recognizes that Users require access to the Internet. Internet access must be used to only access websites required for instruction or operations.

- a. Users must not access inappropriate websites or websites not required for instruction or operations. Inappropriate websites include but are not limited to websites providing access to adult, gambling, and/or unapproved social networking content. In addition, inappropriate websites include but are not limited to websites providing access to shopping (other than those websites required for instruction or operations).
- b. Websites to be used for instruction must be approved by the Millburn Township Board of Education, the Superintendent, the Assistant Superintendent for Curriculum & Instruction, and/or the building principal. Websites to be used for instruction must be part of, support, and/or reinforce a Board of Education--approved curriculum.
- c. Users must not install or use VPN or Proxy Avoidance software to bypass MTPS Web Filters.
- d. Users must not load and/or install and must not use software programs or Internet Browser plug--ins to bypass MTPS web access filters.
- e. Users must not load and/or install and must not use Internet Browsers other than those Internet Browsers loaded and approved by MTPS.

## 7. Licenses and Copyrights.

Users must not violate software licenses or infringe upon copyrights.

- a. Users must not load any software. Users must not load any personal property software. All software is to be loaded only by Technology staff.
- b. Software to be used for instruction must be approved by the Millburn Township Board of Education, the Superintendent, the Assistant Superintendent for Curriculum & Instruction, and/or the building principal. Software to be used for instruction must be part of, support, and/or reinforce a Board of Education--approved curriculum.

## 8. Privacy.

Users must not publish, post, or distribute photos, videos, images, or other personal information about another User, without the explicit written authorization of the User and/or parental consent.

Proper conduct in electronic communication and internet usage must be used. Giving out personal information, such as telephone numbers and home addresses, is prohibited, unless specifically authorized for instructional or administrative purposes.

## 9. User Etiquette.

Users must always use appropriate language. Inappropriate language includes but is not limited to swearing, vulgarity, profanity, abuse, insults, belittling, bullying, and threats. Actions in violation of this provision may fall under the Millburn Board of Education HIB Policy (5512).

## 10. Unacceptable Uses

1. Giving out personal information about another person, including home address and phone number.
2. Any use of the network for commercial or for-profit purposes.
3. Any use of the network for product advertisement or political lobbying.
4. Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users, or misrepresenting other Users on the network.
5. Disruption of the use of the network by other Users. Hardware and/or software shall not be destroyed, modified, or abused in any way.
6. Malicious use of the network to develop programs that harass other Users or infiltrate a computer or computing system and/or damage the software components of a computer or computing system.
7. The unauthorized installation of any software, including shareware and freeware, for use on MTPS computers.
8. Use of the network to access or process pornographic material, inappropriate text files or files that are dangerous to the integrity of the local area network.
9. Downloading entertainment software or other files not related to the mission and objectives of the MTPS for transfer to a User's home computer, personal

computer, or other media. This prohibition pertains to freeware, shareware, copyrighted commercial and non-commercial software, and all other forms of software and files not directly related to the instructional and administrative purposes of the MTPS.

10. Downloading, copying, otherwise duplicating, and/or distributing copyrighted materials without the specific written permission of the copyright owner, except that duplication and/or distribution of materials for educational purposes is permitted when such duplication and/or distribution would fall within the Fair Use Doctrine of the United States Copyright Law (Title 17, U.S.C.).

11. Use of the network for any unlawful purpose.

12. Use of profanity, obscenity, racist terms, or other language that may be offensive to another user. These acts may also fall under the Millburn Board of Education's HIB policy (5512).

13. Playing games, unless specifically authorized by a teacher for instructional purposes.

14. Establishing network or Internet connections to live communications, including voice and/or video (relay chat), is prohibited unless specifically authorized by the system administrator.

## 11. 1:1 Program

Millburn Township Public Schools is pleased to offer our students access to the District's computers, network, internet, and other technology, including related hardware and software devices issued through a 1:1 program for educational purposes. The Technology is issued to students for their school-related uses at school and at home. All Technology issued under the 1:1 program, including computers, are educational tools and may only be used in that capacity. Any use of the Technology for other purposes (such as personal purposes) must be minimal only, and failure to comply may lead to termination of rights under the 1:1 program.

### Millburn Township Public Schools 1:1 Program Agreement

#### TITLE/OWNERSHIP:

Millburn Township Public Schools maintains the legal title of any Technology issued to students. Students are authorized to possess and use the Technology so long as they comply with this agreement, but they do not have any ownership rights in the Technology.

## WARRANTIES:

Millburn Township Public Schools makes no warranties regarding District Technology. Millburn Township Public Schools shall not be liable for any damage, loss, or other claims of any and all kinds resulting directly or indirectly from use or inability to use District Technology. Millburn Township Public Schools shall not be responsible for any damages suffered, including loss of data or service interruptions, caused by user negligence, error, or omission.

## COSTS:

Manufacturer defects will be covered by the manufacturer's warranty and/or by Millburn Township Public Schools. Millburn Township Public Schools will provide insurance for District Technology issued to each student under the Agreement at no cost to the student. Damage or loss that is the result of a student's failure to exercise reasonable care or willful and irresponsible conduct in violation of any District policy or procedure governing the use of the computer will not be covered by insurance. If District Technology is damaged, stolen, or lost while signed out to a student and the damage or loss is not covered by insurance or the manufacturer's warranty, the student will have the sole responsibility of paying replacement and repair costs.

If the computer is stolen, the police must be notified within twenty-four (24) hours of the discovery of the theft. A police report must be filed and failure to do so will result in the parent/guardian's complete responsibility for the computer's replacement. If the computer is stolen or lost, the parent/guardian of the student shall notify the Technology Department of Millburn Township Public Schools that the computer is missing within twenty-four (24) hours of the discovery of loss or theft.

## 11. Staff Leave Device Policy

If a staff member will be out on any type of leave greater than 20 days, their staff device must be returned to the Technology Department prior to leaving the District. The device will be re-issued to the long term substitute teacher covering that schedule.

## DISTRICT TECHNOLOGY RETURN:

When a user withdraws from enrollment at District, or has his or her rights terminated, the user must return any District Technology issued by the Technology Department immediately. In no event shall the User retain the District Technology for more than two school days after the date of such expiration, withdrawal, or termination. If a user fails to return the District Technology in a timely fashion, the staff member, student and his or her parent or guardian will be subject to paying replacement costs.

## APPEAL PROCESS:

If a student receives consequences for a violation of the 1:1 program or if the parent/guardian is required to pay replacement or repair costs, the student's parent or guardian may appeal by requesting

an appeal in writing within ten school days of notification of the decision to issue consequences or of notification of payment due. All requests for appeal must be addressed to the Superintendent, and should include a full description of the parent or guardian's reasons for disagreeing with the decision. The Superintendent or designee will then review the decision and will respond to the parent within ten school days after receipt of the request for appeal. A meeting may be held by the Superintendent or designee to obtain additional information from the student, the parents/ guardian and/or District staff, in the Superintendent's discretion. The Superintendent or designee's decision on appeal shall be final.

All Property must be returned to the Technology Department pending the resolution of any appeal.

#### DISTRICT TECHNOLOGY TRANSPORT AND USE:

Once District Technology is issued to the student, the student and his or her parent or guardian are responsible for the District Technology at all times that the District Technology is signed out to the student. Students and their parents or guardians must take reasonable care to protect and properly use District Technology issued under the program at all times. Among other things, this means:

The District is not responsible for District Technology, including computers, assigned to a student at any time, including when they are left unsupervised in a classroom, hallway, locker or elsewhere on school property.

The student is the only authorized user of his/her assigned computer or other District Technology. Students may not share or trade their computers or other District Technology with other individuals, including other students, other than their parents, guardians or school officials.

Students must bring their computers and other District Technology fully charged and with the power cord to school daily. Repeated failure to bring the computer to class daily may result in discipline or other consequences.

Computers and other District Technology must be used on flat, stable surfaces only.

Computers and other District Technology must not be cleaned with cleaners such as Windex.

Computers and other District Technology must not be marked with markers, stickers or other similar materials.

District applied labels, asset tags and other identifiers may not be removed from computers or other District Technology.

Food and drink should not be used near computers or other District Technology.

Computers and other District Technology should not be left in automobiles, as they cannot tolerate extreme heat or cold and may become damaged.

\*In the case of negligence or willful and wanton conduct in violation of any District policy or procedure governing the use of the computer, damage will not be covered by insurance. Instead the District will assess the full replacement cost of the device to the student's family.

#### COVERAGE:

Accidental Damage: Covers accidental damage caused by liquid spills, drops, or any other accidental event.

Theft: Covers loss due to theft provided that a police report has been filed.

Fire: Covers loss or damage to the device as a result of fire; the claim must be accompanied by an official fire report from the investigating authority

Electrical Surge: Covers damage to the device as a result of an electrical surge

Natural disasters: Covers loss or damage caused by natural disasters.

#### EXCLUSIONS:

Dishonest, Fraudulent, Negligent, or Criminal Acts: Damage or loss is not covered when it occurs in conjunction with any dishonest, fraudulent, intentional, negligent, or criminal act by the student. In this case, the student/parent/guardian will be responsible for the full cost or repair or replacement.

Cosmetic damage that does not affect the functionality of the device. This includes but is not limited to scratches, dents, and broken ports or port covers.

"Jail breaking" or otherwise voiding the manufacturer's warranty by altering the software or hardware.