

Molalla River School District

Code: IIBGA-AR(2)
Revised/Reviewed: 4/08/21

Agreement for an Electronic Communications System Account and User Rights and Responsibilities

This Technology User Agreement (“Agreement”) is between _____, (“User”) and the Molalla River School District No. 35 (“Owner” or “MRSD”), and is subject to the terms and conditions below. This Agreement is intended to provide guidance in the safe, responsible, and ethical use of district-provided technology in a manner that meets legal requirements, adheres to Molalla River School District Board Policies, including the [IKJ-AR1-Staff Policy on the Use of Artificial Intelligence](#) and the [EHB G1- AR Staff Cybersecurity Policy](#), provides for safe use, and secures confidential information.

I. TERMS AND CONDITIONS

A. TITLE. The Molalla River School District No. 35 (“Owner” or “MRSD”) holds the rights to possess and transfer custody of district technology resources, including but not limited to laptop computers, tablets, software, and network access, during the Term of this Agreement to the above-identified User.

B. CUSTODY. The above-identified User is a licensee with rights to utilize the MRSD’s technology resources, contingent upon all other terms and conditions stated herein and in accordance with district policies.

C. MRSD provides hardware, software, internet access, and other electronic tools to enhance learning, teaching, and administrative functions. Simply stated, users are encouraged to be guided by the following principles when using these tools:

- **Do what’s best for students.**
- **Continue to learn and grow.**
- **Respect and care about each other.**
- **Protect district data and systems.**
- **Use technology responsibly and ethically.**

D. RELATED LAWS AND BOARD POLICIES. The use of technology within the Molalla River School District must comply with all applicable federal and state laws, as well as MRSD Board Policies, including but not limited to:

Federal Laws:

- [CIPA – The Children’s Internet Protection Act](#): Addresses concerns about access to offensive content over the Internet on school computers.

- [FERPA – Family Educational Rights and Privacy Act](#): Protects the privacy of student education records..
- [COPPA – Children's Online Privacy Protection Act](#): Regulates the collection and use of personal information from children under 13 online.
- [HIPAA – Health Insurance Portability and Accountability Act of 1996](#): Establishes national standards for electronic health care transactions and addresses the security and privacy of health data.
- [Protection of Pupil Rights Amendment \(PPRA\)](#): Addresses student rights regarding surveys containing sensitive information.

State Laws:

- Ethical standards established for educators, see Oregon Administrative Rules, Chapter 584, Div. 020 – The Ethical Educator.
- ORS 244.040 prohibits the use of public position to obtain personal gain.
- ORS 260.432 Campaign Finance restricts the political activities of public employees during work hours, including the use of MRSD technology .
- [Oregon Student Information Protection Act \(OSIPA\) \(ORS 336.184\)](#): Protects student personally identifiable information collected by operators of online services used for K-12 school purposes.

MRSD Board Policies:

- [Artificial Intelligence \(AI\) \(IKJ\)](#): Provides guidance on the responsible use of artificial intelligence by staff and students.
- [Cybersecurity \(EHB-G1\)](#): Outlines the district's commitment to protecting the confidentiality, integrity, and availability of district data and defines roles and responsibilities for cybersecurity
- GENERAL Use Prohibitions/Guidelines/Etiquette as per the Electronics Communications Policy IIBGA-AR.
- Authorized Use of District Equipment and Materials KGF.
- Staff Ethics GBC.
- Personally Identifiable Information (PII).

System users will:

- 1 Comply with the guidelines of our [EHB G1- AR Staff Cybersecurity Policy](#).
- 2 Comply with the guidelines of our [IKJ-AR1-Staff Policy on the Use of Artificial Intelligence](#).
- 3 Report security problems to their supervisor or the IT Department immediately. This includes any suspected vulnerabilities or breaches in the confidentiality, integrity, or availability of district data.
- 4 Exercise professional judgment in the use of all technology and limit personal use so as not to interfere with the intended business purposes of this technology. The district makes no guarantee of privacy. E-mail and documents generated on the district's system shall be considered a public record and the property of the district.

E. GUIDELINES FOR PROPER CARE.

Eating or drinking near district technology is strongly discouraged (a spill-proof lid would be acceptable);

Do not:

- leave district technology exposed to direct sunlight;
- drop district technology or allow it to fall;
- attempt to repair a damaged or malfunctioning device; report damage to your supervisor ASAP;

- attempt to upgrade the computer or software;
- load any software programs without approval from the IT Department – instead, enter a ticket in the technology support system;
- allow children to play on district technology or load games, as this is a professional tool;
- leave district technology unattended;
- leave district technology in any unlocked home, office, classroom, or car; be aware of extreme temperatures when leaving the device in a locked car;
- leave the A/C adapter behind when moving a laptop (if applicable).

Do:

- Give care appropriate for any electrical device.
- Unplug district technology during electrical storms.
- **Save all work-related content to Google Drive or other network drives as designated by the district. Documents saved locally on devices may not be backed up.**

F. SANCTIONS FOR VIOLATIONS. Violators of the Conditions of Use will be subject to disciplinary action in accordance with District Policy .

- Staff who violate the above laws and Board Policies, including the [IKJ-AR1-Staff Policy on the Use of Artificial Intelligence](#) and the [EHB G1- AR Staff Cybersecurity Policy](#), and other guidelines in this agreement shall be subject to discipline up to and including dismissal in accordance with Board policy, collective bargaining agreements, and applicable provisions of law.
- Violations of law will be reported to law enforcement officials.

G. PRIVACY. The User has no right of privacy as to any information or file maintained in or on the MRSD's property or transmitted or stored on the MRSD's technology resources. All Users must safeguard the MRSD's confidential information from disclosure, in compliance with District policy, including the [EHB G1- AR Staff Cybersecurity Policy](#), [IKJ-AR1-Staff Policy on the Use of Artificial Intelligence](#) and the policy on **Personally Identifiable Information (PII)**.

H. MAINTENANCE AND REPAIR. The User shall keep district technology and all software in good working order and condition. If repairs are necessary, the device and software shall only be repaired by the MRSD Technology Department or another entity designated and approved by the MRSD Technology Department.

I STOLEN, MISSING, OR DAMAGED TECHNOLOGY. Any district technology, related equipment, or software that is discovered to be stolen, missing, or damaged must be reported within 24 hours to the MRSD Technology Department. If the theft, loss, or damage occurred off MRSD property and criminal activity is suspected, then a report must be made to the nearest law enforcement agency. A copy of a police report must be delivered to the MRSD Business Office 24 hours after the receipt of the report by the User. If the theft, loss, or damage occurred on MRSD property, then the report must be made to the MRSD Technology Department.

J. RETURN POLICY. Upon termination of employment or when otherwise requested by the district, the User shall return all district technology, related equipment, and all software to MRSD in proper working order, considering normal wear and tear. The responsible supervisor shall promptly check in all equipment. **All equipment will be assigned to our user through our Asset Management system and will be checked back in through our library system upon termination.**

**Agreement for an Electronic Communications System
Account and User Rights and Responsibilities**

I have received notice of, read and agree to abide by the provisions in the district's Electronic Communications System policy and administrative regulation. I understand that violation of these provisions may result in suspension and/or revocation of system access and related privileges, and may include discipline, up to and including dismissal, and/or referral to law enforcement officials.

I understand that I may use my personal electronic device (PED) for education related purposes and that certain district proprietary information may be downloaded to, or accessed through my PED. I agree that any district proprietary information downloaded on my PED will only be as necessary to accomplish district purposes, obligations or duties, and will be properly removed from my PED when the use on my PED is no longer authorized. I ensure that the PED in use is owned by me, and I am in complete control of the device at all times.

In consideration for the privilege of using the district's electronic communications system and in consideration for having access to the public networks, I hereby release the district, its operators and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use or inability to use the system including, without limitation, the type of damages identified in the district's policy and administrative regulation.

I have reviewed the above-stated terms. These terms have been explained, and I have had an opportunity to ask questions. I acknowledge my responsibility to comply with this Agreement for an Electronic Communications System Account and User Rights and Responsibilities, as well as all applicable laws and Molalla River School District Board Policies and staff policies on [IKJ-AR1-Staff Policy on the Use of Artificial Intelligence](#) and [EHB G1- AR Staff Cybersecurity Policy](#).

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| | |
| Signature | Signature |
| | |
| Employee | Administrator |
| | |
| Date | Date |

This document will be kept on file in the Human Resources Office of Molalla River School District 35.