



## **TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA) EMPLOYEE USE OF DISTRICT TECHNOLOGY (BP/AR 4040)**

The Tracy Unified School District (“district”), authorizes district employees to use technology owned or otherwise provided by the district as necessary to fulfill the requirements of their position. 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 employees to use district technology responsibly to avoid potential problems and liability. The district may place reasonable restrictions on the sites, material, and/or information that employees may access through the district’s system.

The district makes no guarantee that the functions or services provided by or through the district will be without defect or technical issues. In addition, the district is not responsible for financial obligations arising from the unauthorized use of the system. Furthermore, the district shall not be held responsible for any damages suffered by the user, including those arising from non-deliveries, mis-deliveries, service interruptions, unauthorized use, loss of data and exposure to potentially harmful or inappropriate material sustained or incurred in connection with the use, operation, or inability to use the district’s system.

Each employee who is authorized to use district technology shall sign this Acceptable Use Agreement as an indication that he/she has read and understands the agreement. Please read this document carefully. It is a legally binding agreement when signed.

### **Definitions**

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (Wi-Fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, 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.

### **Employee Obligations and Responsibilities**

Employees are expected to use district technology safely, responsibly, and primarily for work-related purposes in support of the enhancement of employee performance by improving access to and exchange of information; offering effective tools to assist in providing a quality instructional program; facilitating communications with parents/guardians, students, and the community; and supporting and facilitating district and school operations. Any incidental personal use of district technology shall not interfere with district business and operations, the work and productivity of any district employee, or the safety and security of district technology. The district is not responsible for any loss or damage incurred by an employee as a result of his/her personal use of district technology.



## TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA) EMPLOYEE USE OF DISTRICT TECHNOLOGY (BP/AR 4040)

The district's network/computer system ("district system") is shared and available to all registered employee users. The employee in whose name district 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 district's system for which they do not have authorization.

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

- Access, post, submit, publish, or display harmful or inappropriate matter that is threatening, intimidating, obscene, disruptive, or sexually explicit, harassing, or that could be construed as harassment or disparagement of others based on their race/ or ethnicity, nationality, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, disability, religion, or political beliefs.
- Intentionally disrupt or harm district technology or other district operations, such as altering software; uploading, downloading, or creating computer viruses on district computers; and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking."
- Install non-approved software/programs, or download and install software/programs on district computers or district system.
- Communicate unlawful information or to transmit computer viruses.
- Disclose or in any way cause to be disclosed confidential or sensitive district, employee, or student information without prior authorization from the Superintendent or designee.
- Encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.
- Engage in personal commercial or other for-profit activities without permission from the Superintendent or designee.
- Engage in unlawful use of district technology for political lobbying.
- Threaten, intimidate, harass, bully or ridicule other employees or students.
- Infringe on copyright, license, trademark, patent, or other intellectual property rights.
- To send "junk", "mass", or "spam" email.
- Engage in or promote unethical practices or violate any law or Board policy, administration regulation, or district practice.
- Other conduct deemed objectionable by the district.



## **TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA) EMPLOYEE USE OF DISTRICT TECHNOLOGY (BP/AR 4040)**

When accessing social media platforms or websites through the use of district technology, employees shall not post any material or content that is inconsistent with district board policy and administrative regulation 4040.

When employees place their communication in “privacy” marked social media using district technology, they cannot expect that their information will not be disclosed by a person within their “private marked” group. Such information may be disclosed by others within the “private group”, or the information may be disclosed by other means. The district may be provided this information and may be required to investigate it further. Information the district obtains may be disclosed without limitation for purposes of investigation, litigation, internal dispute resolution, and discipline regardless of whether the particular employee is involved.

### Privacy

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

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 platforms, communications sent or received from district technology, online digital storage, or other uses within the jurisdiction of the district. Such monitoring/recording may occur at any time without prior notice for any legal purpose 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 district technology (such as web searches or 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 an employee on district technology does not create a reasonable expectation of privacy.

### Personally Owned Devices

If an employee uses a personally owned device to access district technology or conduct district business, 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.

### Records

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



**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)  
EMPLOYEE USE OF DISTRICT TECHNOLOGY  
(BP/AR 4040)**

Reporting

If an employee 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 Superintendent or designee.

Consequences for Violation

Violations of the law, Board policy, or this Acceptable Use Agreement may result in revocation of an employee's access to district technology and/or discipline, up to and including termination.

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



**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)  
EMPLOYEE USE OF DISTRICT TECHNOLOGY  
(BP/AR 4040)**

**TUSD EMPLOYEE ACKNOWLEDGEMENT**

I have received, read, understand, and agree to abide by this Acceptable Use Agreement, Board Policy and Administrative Regulation 4040 - Employee Use of Technology, 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 or when my personal electronic devices use district technology. I further understand that any violation may result in revocation of access to district technology, disciplinary action, up to and including termination, and/or appropriate legal action

I hereby release the district and its personnel from any and all claims and damages arising from my use of district technology or from the failure of any technology protection measures employed by the district.

Employee (PRINT NAME)	Staff ID #	Signature
School Site / Department	Job/Title	Date