

Liberty Union High School District

Exhibit

Classification: All Personnel

Policy No.

E 4040

Subject: Employee Use of Technology

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Effective

01/17/18

ACCEPTABLE USE AGREEMENT AND RELEASE OF DISTRICT FROM LIABILITY (EMPLOYEES)

The Liberty Union High School 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, provided at no cost and permitted at the District's discretion. It 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 technology responsibly in order 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 system.

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

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. 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. Employees must appropriately secure rooms and areas where school electronic devices are housed. 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.

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.

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

1. Access, post, display, or otherwise use or store 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 District, employee, or student information without prior authorization from a supervisor
3. Engage in personal commercial or other for-profit activities without permission of the Superintendent or designee
4. Engage in unlawful use of District technology for political lobbying
5. Infringe on copyright, license, trademark, patent, or other intellectual property rights
6. Intentionally disrupt or harm District technology or other District operations (such as destroying District equipment, placing a virus on District computers, adding or removing a computer program without permission, changing settings on shared computers)
7. Install unauthorized software
8. Attempt to bypass state, district, or school security (e.g. bypassing proxies or hacking servers or work stations);
9. Attempt to access information beyond the users authorized access to any electronic information resource; permitting any student access to electronic grade books, attendance, discipline or other confidential information;
10. Excessive non-work related computer/electronic device use during work hours;
11. Unauthorized use of non-district electronic devices/equipment on the district provided network including but not limited to personal wireless access points;
12. Engage in or promote unethical practices or violate any law or Board policy, administrative regulation, or District practice

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, communications sent or received from District technology, or other uses within the jurisdiction of the District (Board Policy 6163.4). 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 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.

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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 **BP/AR 3580** - District Records, BP/AR 5125 - Student Records, or other applicable policies and regulations addressing the retention of District or student records.

All Internet or electronic devices access by a LUHSD employee or Board member is automatically terminated upon retirement, resignation, or termination of employment.

Student Information

Student information may not be disclosed for anything other than legitimate educational purposes. The Family Educational Rights and Privacy Act (FERPA) governs the privacy of student educational records and prohibits the release of private student information without written consent except in specified situations. The District discloses student information only with the parent's and/or student's written consent, except as specified by FERPA. However, nothing in this Regulation alters the District's duty to inform teachers of student misconduct under Education Code section 49079.

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 by employees or students, he/she shall immediately report such information to the Superintendent or designee.

Consequences for Violation

Violations of the law, Board policy, the administrative regulation 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.

Employee Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement, BP 4040, AR 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 user privileges, disciplinary action, 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.

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Name: _____ Position: _____
(Please print)

School/Work Site: _____

Signature: _____ Date: _____

Exhibit LIBERTY UNION HIGH SCHOOL DISTRICT

Board Adoption: