EMPLOYEE USE OF TECHNOLOGY

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

Spreckels Union School District

Acceptable Use Policy and Agreement
For District's Technological Resources

I. NOTIFICATION

Read this document carefully because your signature, will create an enforceable agreement. As such, all parties will be held responsible for abiding by this policy/or agreement in failure to do so may have consequences as set forth herein.

II. PURPOSE AND INTENT

The purpose and intent of the SUSD Acceptable Use Agreement is to prevent unauthorized access and other unlawful activities by users online, prevent unauthorized disclosure of or access to sensitive information, and to comply with the Children's Internet Protection Act ("CIPA"). As used in this agreement, "user" includes anyone using District computers, Internet, email, chat rooms, and all other forms of electronic communication or equipment provided by the District (the "network") regardless of the physical location of the user. This agreement and policy is applicable even when district provided equipment (laptops, tablets, etc.) are used off District property.

The District uses technology protection measures to block or filter, to the extent practicable, access to visual depictions that are obscene, pornographic, or harmful to minors over the network. The District reserves the right to monitor users' online activities and to access, review, copy, and store or delete any electronic information or files and disclose them to others as it deems necessary. Users should have no expectation of privacy concerning their use of District property, network and/or Internet access or files, including email.

The District will take all necessary measures to fortify the network against potential cyber security threats. This may include blocking access to District applications, including but not limited to email, data management and reporting tools, and other software applications.

III. RESPONSIBILITIES OF SCHOOLS, EMPLOYEES, PARENTS, STUDENTS

Schools must clarify each year that all enrolled students have a signed agreement acknowledging this policy. A student who is under eighteen (18) must have his or her parent or guardian sign this document and schools must keep it on file. Once signed, the permission/acknowledgment document remains in effect until revoked by the parent, or the student loses the privilege to use the network due to violations of this policy or is no longer a SUSD student. Employees and other users are required to follow this policy. Even without

signature, all users must fall under this policy and report any misuse of the network or Internet to a teacher, supervisor, or other appropriate District personnel. Access is provided primarily for education and District business. Staff may use the Internet for incidental purposes during duty-free time. By using the network, users have agreed to this policy. If a user is uncertain about whether a particular abuse is appropriate, he or she should consult a teacher, supervisor, or other appropriate District personnel.

IV. INAPPROPRIATE USE OF THE NETWORK

The District reserves the right to take immediate action regarding: 1) activities that create security and/or safety issues for the District, students, employees, schools, network or computer resources, or 2) activities that expend District resources on content the District in its sole discretion determines lacks a legitimate educational content/purpose, or 3) other activities as determined by the District as inappropriate.

Following are examples of inappropriate activity on the District's network:

A. Violating any State or Federal law or municipal ordinance, such as: accessing or transmitting pornography of any type, obscene depictions, harmful materials, materials that encourage others to violate the law, confidential information or copyrighted materials;

B. Criminal activities that are punishable by law;

C. Selling or purchasing illegal items or substances;

D. Circumventing or attempting to circumvent the District's content filtering system(s); the unauthorized collection of the email addresses ("harvesting") of email addresses from the District directory;

E. Obtaining and/or using anonymous email sites; spamming; and spreading viruses;

F. Causing harm to others or damage to their property, such as:

1. Using profane, abusive, or implied language; threatening, harassing or making damaging or false statements about others; cyber-bullying or accessing, transmitting, or downloading offensive, harassing or disparaging materials;

2. Deleting, copying, modifying or forging others users' names, emails, files or data;

3. Damaging computer equipment, files, data, or the network in any way, including intentionally accessing, transmitting or downloading

computer viruses or other harmful files or programs, or disrupting any computer system performance;

4. Using any District computer to obtain unauthorized information ("hacking") whether internal or external to the District, or attempting to access information protected by privacy laws; or

5. Accessing, transmitting or downloading large files, including "chain letters" or any type of "pyramid-schemes."

G. Engaging in uses that jeopardize access or lead to unauthorized access to others' accounts or other computer networks, such as:

1. Using another's account password(s) or identifier(s);

2. Interfering with other users' ability to access their account(s); or

3. Disclosing your own or anyone's password to others or allowing him to use your or another's account(s).

H. Using the network or Internet for commercial purposes:

1. Using the Internet for financial gain;

2. Using the Internet for personal advertising or promotion; or

3. Conducting for-profit business activities and/or engaging in non-government related fundraising or public relations activities such as solicitation for religious purposes or lobbying for political purposes.

V. STUDENT SAFETY

1. A student under the age of eighteen (18) should only access SUSD accounts outside of school if a parent or legal guardian supervises his or her usage at all times. The student's parent or guardian is responsible for monitoring the minor's use;

2. Students shall not reveal on the Internet personal information about themselves or other persons. For example, students should not reveal their names, home addresses, telephone numbers or display photographs of themselves or others;

3. Students shall not meet in person anyone they have met on the Internet; and

4. Students must abide by all laws, this Acceptable Use Policy, and all other District policies.

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VI. PENALTIES FOR INAPPROPRIATE USE

The use of a District account/device is a privilege, not a right. Misuse will result in the restriction or cancellation of the account. Misuse may also lead to disciplinary and/or legal action for both students and employees including suspension, expulsion, dismissal from District employment, or criminal prosecution by government authorities. The District will exercise its discretion to tailor any disciplinary action to the specific issues related to each violation.

The undersigned is responsible for the care and safekeeping of any and all District technology issued to him or her. Having read this policy/agreement, the undersigned agrees to be financially responsible for repair or replacement of District-issued technology if damage is caused by what can be reasonably determined to be misuse, negligence, or abuse. The District is to be notified immediately in the event of damage, loss, or theft.

VII. PRIVACY, SEARCH & SEIZURE, AND REVOCATION RIGHT

The District reserves the right to monitor users' online activity and to access, review, copy, and store or delete any electronic information or files and disclose them to others as it deems necessary. Users have no expectation of privacy regarding their use of District technology. Logs, audit trails, and other data about user activities while using District technology will be kept and used as evidence in a legal or disciplinary matter if required. Email messages relating to, or in support of, illegal or inappropriate activities will be reported to the appropriate District staff and/or authorities.

The undersigned consents to the search and seizure of any District technology in the undersigned's possession. This consent is unlimited and shall apply to any District technology that is in the possession of the undersigned, regardless of whether the possession is authorized. The undersigned waives any rights that may apply to searches of District technology under SB 178. Furthermore, the District reserves the right to revoke a user's access to, or possession of, District technology.

VIII. DISCLAIMER

The District makes no guaranties about the quality of service provided and is not responsible for any claims, losses, damages or cost obligations arising from use of the network or accounts. Any additional charges a user accrues due to the use of the District's network are borne by the user. The District also denies any responsibility for the accuracy or quality of the information obtained through user access. Any statement, accessible on the computer network or on the Internet, is understood to be the author's individual point of view and is not that of the District, its affiliates or employees.

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VIII. AGREEMENT

I certify that I have read, understand, and agreed to abide by the provisions of the Acceptable Use Policy/Agreement of the Spreckels Union School District.

X _____ X _____

Employee Name (Print) Date

X _____

Employee Signature