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Superintendent



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## **EMPLOYEE ACCEPTABLE USE AGREEMENT AND RELEASE OF DISTRICT FROM LIABILITY**

The Eastside Union School District (EUSD) authorizes employees to use technology owned or otherwise provided by the district as necessary for the support of instructional or business purposes. 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 Employee Acceptable Use Agreement. The district reserves the right to suspend access at any time, without notice, for any reason.

**The EUSD Board of Education expects employees to utilize these resources in a manner consistent with this agreement.**

The rules and guidelines in this agreement detail responsible use of electronic information resources under which employees, will be held accountable. The rules and guidelines outlined in this policy provide general guidance concerning the use of EUSD Technology and all other EUSD-provided electronic devices and provide examples of prohibited uses. The rules do not attempt to describe every possible prohibited activity district may place reasonable restrictions on the, material, and/or information that employees may access through assigned devices.

Each employee who is authorized to use district technology, shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement.

### **Definitions**

*District technology* includes, but is not limited to, computers, laptops, the district's computer network including but not limited to servers and wireless computer networking technology (Wi-Fi), the Internet, email, USB drives, wireless access points, smartphones and smart devices, telephones, cellular telephones, 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 for support of educational/business purposes only. 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 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 material that is discriminatory, libelous, defamatory, obscene, sexually explicit and/or suggestive, threatening, or disruptive
2. Harass, intimidate, or threaten other employees, or other individuals
3. Disclose, use, or disseminate (PII) Personal Identifiable Information (such as name, address, telephone number, Social Security number, or other personal identifiable information) of another student or staff member.
4. Infringe on copyright, license, trademark, patent, or other intellectual property rights
5. Users may not use the school district's computers, electronic devices, programs, networks, or Internet services for any illegal activity or in violation of any Board policy/procedure or school rules. EUSD and its employees assume no responsibility for illegal activities of employees while using district-issued computers or other technology related resources
6. Intentionally disrupt or harm district technology or other district operations (such as deliberately destroying district equipment, placing any malicious content on district computers and/or network, adding or removing computer programs, modifying or altering device settings, without permission from the Information Services department)
7. Install unauthorized software
8. "Hack" into the system to manipulate data of the district or other users
9. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or district practice
10. Employees will be issued an EUSD email address to be used solely for staff communication and collaboration on district related business Email shall be used **only** for purposes that directly relates to EUSD Business.
11. Employees are responsible for the proper care of district technology devices **at all times**, whether on or off district property, and can include costs associated with repairing or replacing any deliberately damaged device/s
12. Employees are responsible for the safe keeping of EUSD issued technology. This includes properly handling, caring and storing EUSD issued technology devices

### **Privacy**

Since the use of district technology is intended for EUSD purposes, Employees shall not 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. 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 and 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 a Employee on district technology does not create a reasonable expectation of privacy.

### **Personally Owned Devices**

If a Employee uses a personally owned device to access district technology, 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.

### **Reporting**

If a 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 his/her administrator or the IT department. Employees must also, immediately report any lost or stolen device to his/her administrator, or IT department. If a device is stolen, a report should also be made immediately with the local sheriff.

### **Consequences for Violation**

Violations of the law, Board policy, or this agreement may result in revocation of a employees access to district technology and/or discipline, up to and including written warning or possible termination of employment In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

### **Compensation for Losses, Costs and/or Damages**

Employees may be responsible for compensating EUSD for any damages to computer hardware, and any, losses, costs, or damages incurred for violations of Board policies/procedures and district rules, including the cost of investigating such violations. EUSD assumes no responsibility for any unauthorized charges or costs incurred by users while using school district computers, devices, or the districts network.

**Employee Acknowledgment**

I have received, read, understand, and agree to abide by this Employee Acceptable Use Agreement 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. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

Name: \_\_\_\_\_  
(Please Print)

Grade: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_