



San Pasqual Unified School District 676  
Baseline Road Winterhaven, CA 92283

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## **Employee Use of Technology Agreement and Release of Liability Form**

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The San Pasqual Unified 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 permitted at the district's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Use of Technology 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 devices.

Each employee who is authorized to use district technology shall sign this Use of Technology 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, 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. 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.

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, 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 the 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. 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. 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 and 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 Use of Technology 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.

**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 Use of Technology 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 this law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

**EMPLOYEE ACKNOWLEDGEMENT**

I have received, read, understand, and agree to abide by this Use of Technology Agreement, BP 404 – 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.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee name (Please print)

\_\_\_\_\_  
Position and Site or Department

Equipment Type: \_\_\_\_\_

Equipment Type: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Equipment Type: \_\_\_\_\_

Equipment Type: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Serial Number: \_\_\_\_\_