

## **EMPLOYEE ACCEPTABLE USE AGREEMENT FOR ELECTRONIC RESOURCES & THE INTERNET**

The Berkeley Unified School District ("District") recognizes the value of computers, personal electronic devices and other electronic resources, as well as, to improve student learning and enhance the administration and operation of its schools. To this end, the District encourages the responsible use of computers; computer networks, including the Internet; and other electronic resources in support of the mission and goals of the District and its schools.

District staff and contractors are reminded that the District e-mail system, email accounts, computer accounts and all other user accounts are owned by the District. All electronic mail activity utilizing the District server is monitored and logged. To provide for access to computer data when an employee is absent, account login and passwords shall be provided to a supervisor or the Technology Director when requested. Computer use is provided for educational purposes and district activities; use of computers for personal use shall be minimal and comply with the restrictions listed below.

As used in this Agreement, "personal electronic devices" may include but are not limited to, cellular telephones, personal digital assistants ("PDAs"), digital cameras, video recorders, electronic recording devices, and portable laptop computers, or any other device with wireless capabilities. This Agreement is referenced in Board Policy 4040 Employee Use of Technology and Administrative Regulation 4040.

### *Acceptable Use and General Rules of Usage*

Use of District computers and other electronic resources or use of the wireless capability features of any personal electronic device is intended to be used in support of, and be consistent with, the educational standards and benchmarks of the District.

Users will be provided access to the Internet in accordance with the District Internet filtering and blocking measures. Every effort is made to log and monitor all web traffic for inappropriate or offensive content. The measures discussed below are in place to avoid access to inappropriate material that is not consistent with the educational standards or professional norms and benchmarks of the District. As necessary, the District will make determinations on whether specific uses of the network or personal electronic devices are consistent with the acceptable use practice.

### *Acceptable Use*

1. Exhibit exemplary behavior on the network or while using District electronic equipment and while using the wireless capability features of any personal electronic device.
2. Network accounts are to be used only by the authorized user of the account for authorized purposes.
3. For District employees provided with email, the email is considered a regular avenue of communication and should be checked by employees frequently.
4. Communications and information accessible via the network are subject to monitoring and/or review at any time and should not be assumed to be private and can be subpoenaed.
5. Any employee, upon learning of an inappropriate use or a compromise (a breach, unauthorized access, suspected unauthorized changes, deletions, additions, or viewing) of one or more of the District's Enterprise Data Systems (PowerSchool, SASI, DataWise, QSS, BeMail, Network Accounts; or any other system used within the District) or the district network has potentially occurred, shall immediately notify his or her supervisor who shall notify the appropriate Associate Superintendent and the Director of Technology Services to initiate a prompt investigation.

### *Unacceptable Use*

1. General instances of unacceptable use:
  - a. Use of the District's systems, network or technology resources for any unlawful purpose is prohibited.
  - b. Any use of the District systems or technology resources for commercial or political purposes, or for political lobbying, is prohibited.
  - c. Excessive use of the District systems or technology resources for personal business is prohibited.
  - d. Use of the network or personal electronic devices to intentionally access or process pornographic or adult sites with explicit sexual content or other inappropriate or derogatory material, is prohibited. Inappropriate texting or messaging is prohibited.

- e. Making copies of any district software is prohibited except as permitted by the Technology Department and applicable licensing agreements.
  - f. Users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or misrepresent other users on the network.
  - g. Malicious use of the District's systems or technology resources to develop or use programs that harass other users or infiltrate a computer or computing system and/or damage the software components of a computer or computing system is prohibited.
2. Contact with students and families:
- a. All electronic communication with students and families shall be only for the furthering of the student's academic career, and should be done through the district's email system.
  - b. Contact with students through social networking sites like Facebook or MySpace should be avoided, and limited to educational communication. Extended communication with students or families should be done via district email or telephone.
  - c. All photography or video recording of students or families shall be done only with permission of the individuals being photographed. Written permission must be given if the material is to be published with personally identifying information; the written permission slips must be on file with the school office or Technology Department.
3. Contact with students, families, and the public through websites and blogs:
- a. Web sites and pages for district programs must maintain a consistent "look and feel" across all pages and have consistent navigation with current BUSD banner and menus. Any links to non-BUSD material must be through clearly-marked navigational links, and only to sites that do not violate any BUSD policy.
  - b. Employees shall not develop any classroom or work-related web sites, blogs, forums, or similar online communications representing the district or using district equipment or resources without permission of the Superintendent or designee. Such sites shall be subject to rules and guidelines established for district online publishing activities including, but not limited, to copyright laws, privacy rights, and prohibitions against obscene, libelous, and slanderous content. Because of the unfiltered nature of blogs, any such site shall include a disclaimer that the district is not responsible for the content of the messages. The district retains the right to delete, or demand deletion of materials on any such online communications.
4. Integrity of confidential data:
- a. Giving out personal or confidential information about another employee or student, including home address, phone number, special education or 504 status, lunch status, or other data without appropriate authorization, is strictly prohibited.
  - b. Users shall not disclose student information for any purpose other than a legitimate educational purpose, or as otherwise permitted by law.
  - c. Users shall not download confidential student or employee information onto laptops, desktops or other portable storage devices without authorization. Authorized loading of confidential information onto laptops or other portable storage devices should only be done utilizing secure encryption.
5. Logins and Network Credentials:
- a. Users shall only use accounts assigned to them and shall not attempt to log-in to accounts or systems for which they do not have authorized access.
  - b. Users shall not allow others to use their accounts.
6. The District network:
- a. No use of the District's systems or technology resources shall serve to disrupt the use of the network by others. Hardware and/or software shall not be destroyed or abused in any way. Modifications to system configurations should not be made without written authorization from Technology Services.
  - b. Plugging in any wireless access points or other devices into the network unless approved and authorized by Technology Services is prohibited.
  - c. Using personal or non-District computers or printers on the network without written authorization from Technology Services is prohibited. All computers connected to the network must have virus protection

software meeting district standards.

7. Downloading of files and software from the internet, flash drives, CDs, or DVDs:
  - a. The unauthorized installation of any software, including shareware and freeware, for use on Berkeley Unified School District computers is prohibited. Contact the Technology Department in advance for authorization.
  - b. Use of the network or personal electronic devices to intentionally access or process files dangerous to the integrity of the local area network is prohibited.
  - c. The District network may not be used for downloading entertainment software, music, videos or other files not related to the mission and objectives of the District. This prohibition pertains to freeware, shareware, copyrighted commercial and non-commercial software, and all other forms of software and files not directly related to the instructional and administrative purposes of the District.
8. Copyright Laws: Downloading, copying, otherwise duplicating, and/or distributing copyrighted materials without the specific written permission of the copyright owner is prohibited, except when duplication and/or distribution of materials for educational purposes is permitted when such duplication and/or distribution would fall within the Fair Use Doctrine of the United States Copyright Law.

A breach of this Agreement may lead to revocation of access privileges, disciplinary action, up to and including dismissal, and/or appropriate legal action.

**I have read, understand, and will abide by the above agreement, all applicable District Board Policies and Regulations, Technology Services Department Official Procedures and Protocols, and applicable state and federal laws, when using computer and other electronic resources owned, leased, or operated by the Berkeley Unified School District. I understand that this agreement will be in effect during the entire time of my employment with the District. Any subsequent changes to the agreement will be posted online and will be communicated electronically to employees and will be sent to employees for signature.**

Employee Name (Full Name) \_\_\_\_\_

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

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