



Pacifica School District

375 Reina Del Mar Avenue ★ Pacifica, California 94044

Attachment C

Addendum to Technology Acceptable Use Policy for Employees and other Non-Student Users

The Technology Acceptable Use and Security Policy ("Policy") applies to all PSD employees and any other person or entity granted access to or use of the District's computer network and facilities, whether or not employed by the District ("Users"). To gain access to District computers, facilities, network, software applications, and the Internet, Users must review and agree to abide by the terms of this PSD Technology Acceptable Use and Security Policy. In addition to the conditions in the Policy, the following conditions apply to Employees and other Non-Student Users:

1. PSD Property

All technology devices, software, and equipment configurations are owned by Pacifica School District. All files stored on PSD equipment and back-up devices are considered to be property of the PSD, and materials developed by staff in the course of carrying out their professional responsibilities on District time shall be the property of PSD. All equipment, software and business files must be returned immediately upon termination of employment.

2. PSD Email

PSD employees must exclusively use their PSD-provided email account (@PSD.org) and other school-related accounts (Google Apps for Education/@psdkids.net, Edmodo, Synergy, etc.) for email correspondence related to PSD business or student/educational information. Employees may not use personal email accounts or private websites for communication and interaction with students, parents and the community that relate to district/school/student matters.

3. Safety

Sharing of personal information via the Internet such as name, address, and phone number, can compromise personal safety. Privacy cannot be guaranteed in a network environment.

4 Liability

PSD makes no assurances of any kind, expressed or implied, regarding any computer or Internet services provided.

5. Staff and Non-Employees Working with Students

Employees and Non-Employees working with students are responsible for supervising, at all times, students' use of PSD technology. Employees and Non-Employees must enforce the Acceptable Use Policy with students under their supervision.

Employee and Non-Student User Addendum to PSD Technology Acceptable Use Policy (Continued)

6. 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 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.

7. 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.

8. Consequences for Violating these Policies

The use of District technology is a privilege, not a right. Violation of these policies may result one or more of the following: loss of technology privileges; disciplinary action and/or termination for employees and temporary staff; termination of contracts for consultants or contract employees; dismissal for interns and volunteers. Additionally, individuals are subject to loss of access privileges, civil, and criminal prosecution. The District will attempt to tailor any disciplinary action to the specific issues related to each violation.

PLEASE SIGN BELOW IF YOU AGREE TO THE FOLLOWING STATEMENTS:

• I have read, understand, and agree to the PSD Acceptable Use Policy. I acknowledge that I have received and reviewed the full text of the Technology Acceptable Use Policy and agree to follow all of the rules contained in this Policy and the Addendum to Technology Acceptable Use Policy for Employees and other Non-Student Users. I understand that if I violate the rules, my account can be terminated, my access to computers revoked, and I may face disciplinary measures up to and including termination.

• By my signature below, I acknowledge that I have been provided an electronic device for the conduct of District business and that I am the authorized possessor of the device (1) only in my official capacity as a District employee and not in any capacity personal to me; and (2) only for the period of time that the District has provided me the device. I understand that the District may demand the return of the electronic device, and that refusal to return the device immediately upon demand may subject me to disciplinary action up to and including termination of employment. I further acknowledge that improper use of the electronic device, including use of the device to encrypt, delete, corrupt or destroy any information stored on it after having been given an employer directive to return the device to the District, may also subject me to disciplinary action up to and including termination of employment. I further acknowledge that refusal to cooperate with employer directives to safeguard or retrieve information on the electronic device may subject me to disciplinary action up to and including termination of employment. I expressly consent to the District accessing electronic device information by means of physical interaction or electronic communication with the electronic device at any time. I agree to request, demand and compel the production of or access to electronic communication information from a service provider, or compel the production of or access to electronic

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Comment [R1]: Per County Counsel recommendation this language will reflect what is in CSBA Exhibit 4040.

device information from any person or entity upon the direction of my employer, and understand that refusal to do so may subject me to disciplinary action up to and including termination from employment.

- I understand that Internet sites are filtered and that my District email accounts and Internet use, as well as any other uses of the system or files on the system, may be monitored by the District as described above.

- I hereby release the PSD, its personnel and any institutions with which it is affiliated, from any and all claims and damages of any nature arising from my use of, or inability to use, the PSD's network and computer systems, including but not limited to claims that may arise from the unauthorized use of the system.

Staff and others working with students:

- I agree to enforce the Acceptable Use Policy with students under my supervision.

Name

Signature

Date