

# Farrell Area School District

## Employee Use of Technology Agreement

The Farrell Area 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 Board Policy 815 - Acceptable Use of Internet, Computers and Network Resources and any other 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.

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

### **DEFINITIONS**

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology, the internet, email, external storage devices, wireless access points, tablet computers, smartphones and other mobile computing devices, telephones, cellular telephones, 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 only for work-related purposes. 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 or other malware 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.

### **SOCIAL NETWORKING**

Pursuant to Board Policy 824 - Maintaining Professional Adult/Student Boundaries, employees shall not follow or accept requests for current students to be friends or connections on personal social networking sites and shall not create any networking site for communication with students other than those provided by the district for this purpose, without the prior written approval of the building principal.

### **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, they 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.

The district shall not be liable for the loss, theft, damage, or misuse of any personally owned device brought to school, possessed/used during the school day, in/on district buildings, district property, district vehicles or contracted vehicles, during transport to/from school, while attending school-sponsored activities during the school day, and/or any/all school-sponsored activities generally. The district will provide no technical support, troubleshooting, or repair for personally owned devices.

**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 Board Policy 200 - Student Records, Board Policy 800 - Records Management, 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, they 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.

**LIMITATION OF LIABILITY**

The District makes no guarantee that the functions or the services provided by or through the District system will be error-free or without defect. The District will not be responsible for any damage you may suffer, including but not limited to, loss of data or interruptions of service. The District is not responsible for the accuracy or quality of the information obtained through or stored on the system. The District will not be responsible for financial obligations arising through the unauthorized use of the system.

**EMPLOYEE ACKNOWLEDGEMENT**

I have received, read, understand, and agree to abide by this Use of Technology Agreement, Board Policy 815 - Acceptable Use of Internet, Computers and Network Resources, and other applicable laws and district policies and regulations governing the use of district technology in their entirety. 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

\_\_\_\_\_  
Building or Department

\_\_\_\_\_  
Employee Name (Please print)

\_\_\_\_\_  
Employee Position