Santa Clara County Office of Education

EMPLOYEE USE OF

TECHNOLOGY

AGREEMENT

Approved: 10/13/97
Revised: 4/01/02, 5/24/04, 2/10/10

Santa Clara County
Superintendent of Schools

1.0 PURPOSE AND SCOPE

The Santa Clara County Office of Education recognizes and supports advances in technology. While these technologies provide a valuable resource to the Office, it is important that the Office's use of technology be appropriate for Office purposes. Inappropriate use may result in loss of employee productivity, service, compromised security, lost data and other negative consequences.

Office technology includes the Office's electronic mail system, the phone system including voice mail, cellular phones, faxes, computers, the computer network including Internet access through the network, and office equipment.

Use of Office technology by each employee, student, volunteer, contractor, or other individual shall constitute that person's acknowledgment of and agreement to abide by this regulation. Office technology, including the data and products of its use, is the property of the Office.

The Technology Advisory Committee will review and recommend regulations, procedures, and standards for acceptable use, security, and operation of SCCOE technology.

2.0 DEFINITIONS

2.1 **Acceptable Use**: use of SCCOE technology that has educational value and does not violate relevant state or federal laws or regulations, or SCCOE polices, procedures, rules, or regulations.

2.2 **Copyright Infringement**: use of copyrighted materials without the prior permission of the author.

2.3 **Educational Value**: material that enhances the learning experience of the student in the school setting and does not violate relevant state or federal laws or regulations, or SCCOE polices, procedures, rules, or regulations.

2.4 **Email**: electronic mail; a service that sends messages via local or global networks.

2.5 **Fraudulent Access**: inappropriate or unacceptable use of technological resources without permission with the intent of avoiding, attempting to avoid or assisting to avoid lawful charges.

2.6 **Harmful Matter**: includes, but is not limited to any written, visual, or recorded material or reproduction which

- includes offensive racial, gender, ethnic, violent, or religious depictions; or
- when taken as a whole, to the average person applying contemporary statewide standards, appeals to the prurient interest, and is matter which taken as a whole depicts or describes in a patently offensive way sexual conduct and which, when taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

2.7 **Internet**: a global network of computer networks connecting the education, research, and business communities. The Internet provides SCCOE participants with access to vast, diverse, and unique worldwide resources and the ability to share information that is current and relevant.

2.8 **Netiquette**: the rules of etiquette on the Internet; includes respect for copyrighted materials and private information.

2.9 **Obscene material**: "Obscene material" is defined as (a) the subject as a whole appeals to the prurient interest (shameful or morbid interest in nudity, sex, or excretion) of the average person, using contemporary community standards; (b) the work depicts or describes in a patently offensive way sexual conduct proscribed by the state statute, and (c) the work as a whole lacks serious literary, artistic, political, or scientific value;

2.10 **Plagiarism**: copying the work of another and presenting it as your own original work; with or without permission or agreement.

2.11 **Unacceptable Use**: includes, but not limited to, using SCCOE technological resources for commercial advertising; copyright infringement; political lobbying; accessing pornography; sending/receiving discriminatory messages; creating or copying a computer virus and placing it on the network; using the network to send/receive messages using someone else's user name/address or depicting someone else as the originator of the message; using the network in a manner inconsistent with other student policies and codes of conduct; using the network to access and distribute confidential, personal or private information; using the network or email to distribute student information.

2.12 **Unauthorized Access:** tampering, interference, damage, and unauthorized use of lawfully created computer data and computer systems, including security systems.

3.0 USE OF OFFICE TECHNOLOGY

3.1 The Office reserves the right to monitor the use of Office technology to ensure that:

3.1.1 Public resources are appropriately used for Office-related business;

3.1.2 Applicable Office policies and regulations including those regarding harassment and nondiscrimination are followed;

3.1.3 Any personal use of Office technology does not interfere or conflict with Office business or job duties and is minimal in terms of use and cost.

3.2 The Office may require new registration, account information or password changes from any person to continue services, either on a regular basis or without notice. Each authorized user may be required to provide a copy of their passwords to their supervisor or authorized representative of the Superintendent at any time.

3.3 The Office reserves the right to periodically purge electronic mail messages stored on the Office server or telephone system. Advance notice will be given regarding the Office's periodic purge procedures.

3.4 Users of Office technology shall not have an expectation of privacy in any matter created, received, stored in or sent from Office technology, including password-protected matter, all of which may be public records.

3.5 Electronic mail use must be in accordance with guidelines established by the Communications Department. Electronic mail messages for broadcast to all employees must be approved by the Branch Assistant Superintendent/Executive Director or a designee prior to being sent.

3.6 Employees will report all incidents of unacceptable use immediately without inquiry to their supervisor who will report it to the appropriate branch for handling.

3.7 All incidents of viruses, malicious software or security failures shall be reported immediately to the Regional Technology Center Help Desk and any other relevant SCCOE branch.

4.0 PROHIBITED USES

Prohibited uses of Office technology include the following:

4.1 Using SCCOE technology for commercial advertising, gain or fraud including:

4.1.1 Selling or buying anything using Office technology for personal financial gain;

4.1.2 Using Office technology for advertising, promotion, or financial gain;

4.1.3 Conducting for-profit business activities;

4.1.4 Engaging in unauthorized fundraising or public relations activities such as solicitation for religious or non-profit purposes, lobbying for political purposes, or soliciting votes.

4.2 Political activities;

4.3 Religious activities;

4.4 Intentionally disabling or bypassing security systems or procedures;

4.5 Unauthorized use of another's passwords or computer to access files, resources, or systems or unauthorized use an account belonging to another user;

4.6 Unauthorized access to protected systems containing student, personnel, financial or other data;

4.7 Using Office technology to access, obtain or distribute confidential, personal or private information without authorization or unauthorized possession of any data that might be considered a violation of these rules in paper, magnetic, or other form;

4.8 Using Office computers to copy software or using software in violation of copyright or license agreements;

4.9 Copying Office software, files or documents for personal use;

4.10 Downloading or installing personal software on Office computers;

4.11 Unauthorized use or possession of services, real property, or intellectual property;

4.12 Sending, creating, intentionally receiving or storing any material in violation of any United States or California laws or SCCOE policy. Such material includes, but is not limited to:

- Copyrighted, trademarked or patented material;
- Threatening, racist or discriminatory, sexist, or obscene material;
- Material protected by privilege, trade secret, privacy or confidentiality laws.

4.13 Forging documents or electronic mail messages or using Office technology to create, send or receive messages using someone else's user name or address or portraying someone else as the originator of the message or document without authorization;

4.14 Sending or forwarding chain letters which is defined as correspondence directing the recipient to send out multiple copies;

4.15 Using SCCOE technology to either create a computer virus or other malicious software or to knowingly initiate a computer virus or other malicious software on the network or other SCCOE technology;

4.16 Using the network or electronic mail in a manner inconsistent with other Office policies, regulations or procedures;

4.17 Intentionally disrupting network traffic or degrading or disrupting equipment and system performance.

4.18 Using the network or email to share student information.

5.0 ACCEPTABLE USE OF TECHNOLOGY AGREEMENT

No employee shall have access to SCCOE technological resources without first agreeing to and signing the SCCOE Acceptable Use of Technology Agreement.

5.1 SCCOE staff shall retain a copy of the agreement in the employee's file.

6.0 VIOLATION OF POLICIES

Consequences for violations of the policy or regulation may include the following:

- Suspension or revocation of access to Office technology;
- Suspension or revocation of network privileges, including electronic mail;
- Disciplinary action, up to and including termination;
- Civil or criminal action against the offender, where appropriate.

7.0 WARRANTIES OF SECURITY OR SERVICES

SCCOE makes no warranties regarding security or services of any kind, whether expressed or implied, for Office technologies, including network services. SCCOE will not be responsible for any damages or losses suffered while using SCCOE technologies. These damages include loss as a result of delays, non- or misdeliveries, or service interruptions caused by the system, errors or omission.

Use of any information obtained via the network is at the individual's own risk. SCCOE specifically disclaims responsibility for the accuracy of information obtained through its network services.

Users may encounter material on the Internet that is controversial and which user, parents, teachers, or administrators may consider inappropriate or offensive. It is the user's responsibility not to initiate access to such material. Any efforts by SCCOE to restrict access to Internet material shall not be deemed to impose any duty on SCCOE to regulate access to material on the Internet.

The Santa Clara County Office of Education makes no warranties with respect to network services, and specifically assumes no responsibilities for:

- The content of any advice or information received by a user from a source outside the county or any costs or charges incurred as a result of seeking or accepting such advice;
- Any costs, liabilities, or damages caused by the way the user chooses to use network access;
- Any consequences of service interruptions or changes, even if these disruptions arise from circumstances under the control of SCCOE;
- While SCCOE supports the privacy of electronic mail, users must assume that this cannot be guaranteed.

8.0 ELECTRONIC MAIL

Electronic mail is a valuable tool at SCCOE that improves communication of many types of information.

8.1 All electronic mail messages, like all paper documents, are the property of the County Office, and are subject to office policy, procedures, and control.

8.2 Electronic mail is not a confidential forum for communications. The contents of messages may be monitored, and all users should be aware that every message can be stored, forwarded, and printed. As such, electronic mail messages become public documents available to the general public and subject to discovery in any legal proceedings.

8.3 Private or personal non-commercial use of the SCCOE electronic mail system is permitted as long as it is not excessive and does not interfere or conflict with the County Office's normal business practices and the performance of the individual's tasks. Individuals should exercise sound judgment and sensitivity to others when exchanging personal messages in the workplace.

8.3.1 Electronic mail messages that may be considered to be official documents must be retained in accordance with the SCCOE record-retention policies and state and federal law, including but not limited to the California Public Records Act (CDRA).

8.3.2 Electronic mail messages not covered under the official documents retention policy should be retained only as long as the message content is required to conduct current office business.

8.3.3 Electronic mail messages that are personal in nature should be deleted immediately.

8.4 Staff will follow the Office's Electronic Mail Guidelines. Electronic mail can be used to produce and distribute internal memoranda, as long as the sender ensures proper distribution (i.e., hard copies to staff without electronic mail capability, and delivery in a timely manner).

8.5 Electronic mail messages should not contain profanity, racial, or sexual slurs, or other unprofessional language.

8.6 Employees are responsible for keeping access to their electronic mail account secure and may be held accountable for any messages sent using their electronic mail account. Each user is expected to change their password on first use and every 60 calendar days thereafter and keep it secure. Continued use of a generic password, leaving a password where it can be found, giving the password to anyone other than their supervisor or leaving a computer unattended with electronic mail open can result in someone else sending messages in the owner's name. Automatic logging on to electronic mail without password entry for each use should not be used.

9.0 BROADCAST MESSAGES TO ELECTRONIC MAIL USERS

9.1 Prior to sending any message to all electronic mail users, the message must be reviewed by the appropriate Assistant Superintendent as to its appropriateness. The initials of the approving person shall appear at the end of the announcement to show it has been approved.

9.2 Electronic mail should not be used for mass circulation of announcements, minutes, event publicity and other similar purposes to all SCCOE staff on the system, without prior approval by the Assistant Superintendent. This includes sales, fund-raisers, or the birth or death announcements of non-employees and relatives of employees, unless approved in advance by the Assistant Superintendent.

9.3 Inter-group announcements, such as birth, death, or marriage notices, are to be used only within an individual branch with prior approval of the department head. With the approval of the Assistant Superintendent, they may be sent to other branch heads who will determine the distribution within their branches.

9.4 A specific address has been established for broadcast electronic mail. Approved messages are sent to this address. Staff will broadcast only approved messages.

Santa Clara County Office of Education

EMPLOYEE USE OF TECHNOLOGY AGREEMENT

Every employee, volunteer, contractor, or other individual accessing the SCCOE network and/or Internet access must read and sign below:

I have read, understand, and agree to abide by the terms of the foregoing Administrative Regulation, AR 2620 – Employee Use of Technology. I accept responsibility for the appropriate use of the SCCOE computer resources, which include all computer systems, network systems, Internet and intranet web sites or other data processing equipment owned or leased by the SCCOE, as well as remote computers, or computer systems when used to access SCCOE computer resources, the phone system including voice mail, cell phones and office equipment. Should I commit any violation or in any way misuse my access to the SCCOE's computer network and the Internet, I understand and agree that my access privilege may be revoked and disciplinary action may be taken against me.

User's Name (print clearly) _____ Home Phone: _____

User's Signature: _____ Date: _____

Social Security Number: _____

Address: _____

Status: Employee _____ Volunteer _____ Contractor _____ Other _____

This agreement will be kept in the employee's personnel file.