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## Staff Information Technology Acceptable Use Policy

Yosemite Valley Charter School is committed to empowering our staff with access to technology, information, and digital resources while fostering safe, responsible, and ethical working and learning environments. The Charter School is committed to upholding important security, privacy, and safety regulations, protocols, and standards. Users of the Charter School's devices, networks, accounts, and other resources must adhere to the Charter School's policies. Users are expected to fully comply with local, state, and federal regulations. Failure to adhere to these policies or regulations may result in discipline, legal action, or other remedies determined to be within the rights of the Charter School. Relevant regulations include (but are not limited to):

- The Family Educational Rights and Privacy Act (FERPA)
- Children's Internet Protection Act (CIPA)
- Individuals with Disabilities Education Act (IDEA)
- Children's Online Privacy Protection Act (COPPA)
- Health Insurance Portability and Accountability Act (HIPAA)

The purpose of the Yosemite Valley Charter School Governing Board approving this Staff Information Technology Acceptable Use Policy is to accomplish the following:

1. Define Technology Use Terms and Phrases
2. Identify the User Responsibility
3. Outline Acceptable Use of Resources
4. Outline Unacceptable Use of Resources
5. Outline the Expectation of Privacy
6. Define Cyberbullying
7. Outline Stolen Technology Procedures
8. Outline the Staff/Employee Departure Procedures
9. Identify the Disclaimers and Acknowledgements
10. Establish the User Agreement

### 1. Definitions:

- **School or Organization or We** – the Charter School and its subsidiaries, programs, and divisions
- **ITD** - Inspire Charter Schools Information Technology Department
- **You or Your or I** - employee of the Charter School and or signer of this Acceptable Use of Technology Policy
- **Resources** - devices, systems, services or networks owned, operated or issued by the Charter School.
- **User** - any person(s) accessing or utilizing the Charter School's resources that is not a resource operator
- **AUP**- Staff Information Technology Acceptable Use Policy

### 2. User Responsibilities: Access to the Charter School's technology, resources, and support

offers a wealth of educational benefits and work efficiencies. To maintain access to these tools and resources, all users must agree to, learn about, and comply with all information within this AUP document.

- You agree to, learn about and comply with all information outlined in this AUP document
- Persons to whom items are assigned are expected to exercise reasonable care to protect those items against damage, loss and theft. “Reasonable care” is defined as:
  - Never leaving items unattended
  - Never lending, giving or releasing items to a person other than an employee of the ITD or school administration
  - Never removing protective accessories or features (e.g. cases, bumpers)
  - Keeping items away from dangerous conditions (e.g. liquids, heat sources, unstable surfaces or items) and preventing actions which promote damage beyond normal wear and tear
- You must immediately report damaged, lost or stolen items/resources. Items reported stolen or missing will require a police report.
- You are expected to make a reasonable effort to protect your passwords, information and data.
- The Charter School employees may be held liable, financially, punitively or otherwise, for lost, stolen, missing, damaged equipment.
- You are obligated to notify the ITD of continued access to technology resources beyond departure from the Charter School (e.g. resignation, termination, administrative leave) in the event the ITD has not contacted you.
- **Items, devices and resources issued by the Charter School are School property and must be returned or relinquished to the Charter School upon request or departure**

### **3. Acceptable Use of Resources:**

- All of the Charter School-issued accounts are intended solely for use by the person authorized to use the account.
- When sharing or exposing personal information or data online, extreme caution should be exercised.
- Any information or communication accessible via any of the Charter School networks should be assumed private property.
- The Charter Schools reserves the right to verify whether specific uses of the Charter School technology or networks are consistent with this acceptable use policy.

- The Charter School is bound by certain licensing agreements. Users are expected to comply with those agreements.
- Educational and instructional use as related to the Charter School only

#### **4. Unacceptable Use of Resources:**

- All commercial or personal for-profit usage is prohibited.
- The access, use or transmission of objectionable material (e.g. materials that are obscene, bullying, profane, lewd, threatening, disrespectful, hateful, pornographic) is prohibited.
- Violation of any local, state or federal laws as well as School, board or administrative policies are prohibited. (e.g. Federal copyright laws - [Title 17](#), USC)
- Any attempt to circumvent of the Charter School's security measures, content filters or access restricted resources is prohibited.
- All malicious and nefarious activities are prohibited. Examples include (1) unauthorized trespassing or infiltration of a network or device, (2) the intentional distribution of malware, (3) any attempt to deny a remote service. Malicious actors may also be in violation of *California's unauthorized computer access law, Penal Code 502(c) PC*.
- The intentional collection, mining or uncovering of personal information, files, passwords belonging to a user other than yourself is prohibited.
- Impersonation of any user other than yourself is prohibited.
- Unauthorized falsification or modification of any school records is prohibited.
- The collection or transmission of personal information (e.g. home address, phone number, personal email) which may be useable to identify an individual without written consent is prohibited.
- Political lobbying or advertising is prohibited.
- Unauthorized maintenance, service, repairs or upgrades are prohibited. ICS owned or operated resources must be maintained by the ITD or authorized third parties.

**5. Expectation of Privacy:** For email, networks, systems and other resources owned or operated by the Charter Schools, users should have no expectation of privacy. The Charter School reserves the right to manage and monitor all aspects of its own resources. The following are examples of actions which may be performed for reasons deemed legitimate by the Charter School:

- Obtain emails, messages and their attachments transmitted to or through the Charter School's owned or operated email systems
- Monitor an individual's use of the Charter School's owned resources
- Locate or track the location of the Charter School's owned resource
- Confiscate, search, disable or wipe any of the Charter School's owned device, item or their contents/data

Personal devices are private. The Charter School must obtain permission to access personal devices. However, when the Charter School resources are accessed with a personal device, data, information and transmissions which come into contact with those resources cannot be guaranteed.

**6. Cyberbullying:** Cyberbullying is the use of technology resources to willfully harm either a person or persons through electronic systems (e.g. texts, photos, videos, messages, social media). Examples of this behavior include but are not limited to:

- Transmitting false, cruel, hateful or embarrassing information or media targeting others
- Creating posts or websites that have stories, cartoons, pictures or jokes ridiculing others
- Unauthorized access to any resource (e.g. social media, email) for purposes of downloading or transmitting vicious or embarrassing materials
- Engaging someone in electronic communication, tricking that person into revealing sensitive personal information and transmitting that information or media to others
- Posting of a student or staff member picture without their permission
- The use of derogatory comments, including those regarding race, age, gender, sexual orientation, religion, ability, political persuasion, body type, physical or mental health

**7. Stolen Technology:** The Charter School is proud to work with Absolute Software - a solution that allows for effective security technology and student safety programs that track, locate and recover your endpoints in the event of a theft, while ensuring safety for students and staff. Absolute provides:

- Remote security to monitor and protect each device
- Reporting tools that give hardware and software information
- Remote device freeze with user verification messaging
- Track assets on Google Maps, including recent and historical locations
- Web filtering to protect students on and off school networks

- Adherence to CIPA regulations around internet security policies
- Thief investigation services, remediation and more

The Recovery Investigation team will work with local law enforcement to recover any stolen device that is tracked through Absolute. They will attempt to collect the device up to 60 days. If they are unsuccessful, the Charter School may be compensated up to \$500 for that device. Pricing may vary and is subject to change without notice and is not guaranteed.

The Charter School's ITD always tries to take the most cautious and diplomatic approach when attempting to recover any stolen items. Three attempts will be made to contact the employee using all forms of communication. Once our attempts have been unsuccessful, a police report is established and all information is handed over to the Absolute Recovery Team for further investigation. Absolute will then continue their process by tracking the device, contact the person in question, communicate with local law enforcement and if found provide a warrant to search for the device.

If a staff member has a lost or stolen device while still employed with the Charter School, please report the device to local law enforcement and contact the ITD to begin the investigation process. ITD will do their best to recovery and replace any device that has been reported as lost, stolen or missing. A police report must be provided prior to starting the investigation.

For more details, please visit: [www.absolute.com/en/about/legal/agreements/absolute](http://www.absolute.com/en/about/legal/agreements/absolute)

**8. Staff / Employee Departure:** Upon employee departure (e.g. resignation, termination, layoff, non-renewal, administrative leave) from the Charter School, all issued items must be returned immediately. Prepaid return labels and pick up services may be provided at no cost.

**9. Disclaimer & Acknowledgements:**

- The Charter School reserves the right to modify its policies and rules at any time.
- **ALL DEVICES, ITEMS AND SOFTWARE ISSUED BY THE CHARTER SCHOOL ARE SCHOOL PROPERTY. YOU ARE REQUIRED TO RETURN ALL ITEMS ISSUED TO YOU UPON REQUEST BY OR DEPARTURE FROM THE CHARTER SCHOOL.**
- We reserve the right to seek reimbursement, docked pay or legal remedies in response to non-compliance
- Access to the Charter School's technology, resources and support are offered at the discretion of the Charter School.
- The Charter School will not be held liable for the information or data retrieved, stored, or transmitted by means of the Charter School owned or operated resources, devices, networks, or systems
- Users should not have an expectation of privacy in the use of the Charter School's resources, email, systems, networks

- Illegal activities performed using the Charter School's devices, networks, and systems will be reported to the proper authorities when discovered
- The Charter School will not be held responsible for losses or damages suffered by any user, including loss of data, interruption of service, delays or non-deliveries
- The Charter School's issued property reported as lost, missing or stolen may be remotely tracked, located and/or disabled at the discretion of the Charter School.
- The Charter School may confiscate and search any of the Charter School's resource for any reason deemed reasonable by the Charter School including in response to violation of school policies or government regulations
- The Charter School is not in any way an Internet Service Provider

**10. User Agreement Statement:** I have read, understand, and will abide by the STAFF INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY when using any of the Charter School's technology and other electronic resources issued, owned or operated by the Charter School. I further understand that any violation of the policies above are considered unethical and in some cases may constitute a criminal offense. Should I violate any of the policies outlined in this agreement, I understand my access to any of the Charter School's resource may be limited, revoked or returned and disciplinary and or legal action may be taken.

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EMPLOYEE NAME (please print)

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EMPLOYEE SIGNATURE

Date