

**POMONA UNIFIED SCHOOL DISTRICT
STAFF-TEACHER ACCEPTABLE USE AGREEMENT
ELECTRONIC INFORMATION RESOURCES***

Please read this document carefully. Before the District can provide you with access to computer equipment and/or Electronic Information Resources, you must sign where indicated below. By signing this document, you are representing that you have read this Acceptable Use Agreement and that you will abide by the rules and provisions for the use of the District's Electronic Information Resources as set forth in Board Policy 6163.4 and the associated Administrative Regulations as summarized below.

Rules for Use of Electronic Information Resources*

- I. **Privilege** - The use of District technology and the Electronic Information Resources is a privilege, not a right, and unacceptable use may result in the cancellation of that privilege.

- II. **Acceptable Use** - Access to Electronic Information Resources must be for the purpose of education or research, and must be consistent with the educational goals and objectives and/or the business uses of Pomona Unified School District. With respect to acceptable use, please note the following:
 - a. The tools and resources provided by computing equipment, the Intranet, and the Internet support the goals and objectives identified in the District technology plan. Pomona Unified School District supports the use of these resources by staff for productivity, information access, communication, and problem-solving.
 - b. All staff members who receive a password/account code *will participate in an orientation or training regarding proper etiquette and use of the Electronic Information Resources*. Account codes/passwords provided to each user are intended for the exclusive use of that person.
 - c. These guidelines shall also apply to the use of personal employee computers and/or electronic devices whenever connected to or accessing the District's computing equipment, networks, and/or Electronic Information Resources.
 - d. Electronic communication or other use of District technology may be subject to disclosure under the California Public Records Act. (See California Government Code section 6252.) *Accordingly, personal use of District technology may be subject to public disclosure.*
 - e. Whenever using District e-mail that includes a return address/domain name identifying the Pomona Unified School District, the user must take care to ensure that the user's personal statements are not attributed to the District.

- III. **Unacceptable Use** - Each user is responsible for his/her actions and activities involving the Electronic Information Resources. Examples of unacceptable use include:
 - a. Using the Electronic Information Resources for any unlawful activity, including defamation, copyright infringement, violation of contracts, or transmitting any material in violation of any United States or State law.
 - b. Using the District's Electronic Information Resources for private financial or commercial gain or for commercial or private advertising.
 - c. Gaining unauthorized access to resources or entities; invading the privacy of individuals or sharing of personal data about students or District personnel, such as street address, phone number, home e-mail address or photographs, through e-mail, chat rooms, or other Internet communications; or transmitting emails to students or parents/guardians of students on matters unrelated to the student's education.
 - d. Using another person's account or password or sharing of passwords, engaging in activities that compromise the security of the computer systems, or using accounts other than those provided by the District for access to the Internet or e-mail.
 - e. Creating, communicating, using, or knowingly accessing images or text that are obscene, pornographic, inflammatory, harassing, threatening, degrading, or harmful to minors, or that promote illegal, discriminatory, or unethical activities.

* As used herein, "Electronic Information Resources" means technology resources including, but not limited to, computers and systems, Intranet and Internet resources, electronic communications and data files.

- IV. Responsibility - Access to electronic research requires employees to maintain consistently high levels of personal responsibility. The District will not be responsible for any damages suffered by the user, as follows:
- a. The District shall not be responsible for loss of data resulting from delays, non-deliveries, missed deliveries or service interruptions whether caused by its negligence or the user's errors or omissions or any other cause.
 - b. The District reserves the right to change the terms and conditions of this Acceptable Use Agreement and any related Board policies and administrative regulations. Any changes will be posted on the District network. Continued use or access of District technology once changes to any policy have been made will constitute the user's acceptance of the amended terms.
 - c. The District reserves the right to delete, without notice, from e-mail messages and school, class, student or teacher Web pages, any material violating this Acceptable Use Agreement.
- V. Security; Children's Internet Protection Act - Network security is a high priority. *If you identify a security problem, you must notify your immediate supervisor.* Do not demonstrate the problem to other users. The District employs filtering, blocking or other technology in the interest of protecting students from accessing Internet sites that contain any form of communication that is obscene, pornographic or harmful in nature. The District complies with the applicable provisions of the Children's Internet Protection Act (CIPA).
- VI. Privacy - The data files, e-mail and Internet/Intranet use of all users of the District's Electronic Information Resources constitute the property of the District. The District reserves the right to access, monitor and review any and all use of its Electronic Information Resources. *Users have no expectation of privacy in their use of the District's Electronic Information Resources, including the transmission and receipt of e-mail.*
- VII. Harassment/Discrimination - The use of District technology to harass any other person including, but not limited to, another District employee, a student, or a parent/guardian of a student is strictly prohibited. Information may not be transmitted over District computers that harasses or disparages others based on their race, national origin, sex, actual or perceived sexual orientation, age, disability, religion, or political beliefs. The District's policies on discrimination and sexual harassment apply to the use of District technology.
- VIII. Defamation - False or unverified statements about others may be defamatory and may subject the publisher (speaker or writer) of the statements to civil liability. The District's technology resources may not be used to defame or disparage others.
- IX. Consequences - System users are expected to follow District guidelines at all times when using the District's Electronic Information Resources. Unlawful activity will be reported to appropriate authorities. The consequences for violating the District's Acceptable Use Agreement and related policies include, but are not limited to, one or more of the following:
- a. Suspension or revocation of District network privileges;
 - b. Suspension or revocation of Internet access;
 - c. Suspension or revocation of computer access;
 - d. Employee disciplinary action up to and including dismissal; and/or
 - e. Civil and/or criminal action.

**ACCEPTABLE USE AGREEMENT
ELECTRONIC INFORMATION RESOURCES***

STAFF MEMBER/TEACHER AFFIRMATION

I have read the attached document that references District policy, rules and procedures for use of computer technology. I understand that the District's Electronic Information Resources are designed for educational purposes and the conduct of District business. I agree to promote the Acceptable Use rules and procedures and to report any misuse of the Electronic Information Resources to my immediate supervisor. I will not hold the District or its employees responsible for material acquired by me on the network or damages suffered due to use of the Electronic Information Resources.

If signing as a teacher, I agree to instruct students on acceptable use of the Electronic Information Resources and proper network etiquette.

Your Name (please print) _____

Certificated or Classified Position: _____

Site: _____ Phone: _____

Your Signature _____ Date ____/____/____

***DEFINITION: Electronic Information Resources** include, but are not limited to, computers and systems, Intranet and Internet resources, electronic communications and data files.

Print Name: