

# Network Use Policy and Agreement

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## SECTION ONE- PURPOSE

To better serve our students and provide our teachers and other employees with tools to do their jobs, the school makes available to employees access to one or more forms of electronic media and services, including computers, software, e-mail, telephones, voicemail, printers, copiers, fax machines, a central computer network, wireless network hardware and transmission devices or service, online services, third-party contracted services and hardware, intranet, Internet and the World Wide Web. These electronic media and services are collectively referred to as the Network.

All employees must know that the resources of the Network provided by the School are the school's property and their purpose is to facilitate and support the school's operations. All users have the responsibility to use the Network in a professional, ethical, and lawful manner.

To ensure that all employees are responsible, the following policies and disclosures have been established for using the school's Network. No policy can lay down rules to cover every possible situation. Rather, the Network use policies are designed to express the school philosophy and set forth general principles when using the Network. This Agreement supersedes any previous verbal or written Computer Use Policy and Agreement documents or Network usage documents.

## SECTION TWO- PROHIBITED COMMUNICATIONS AND USE

Employees may not knowingly or intentionally transmit or receive material on the Network in violation of law or school policy or any communication that is:

- Discriminatory, harassing or hateful;
- Derogatory to any individual or group;
- Obscene, indecent, sexually explicit or pornographic;
- Defamatory or threatening, including threatening or disruptive to the Network itself;
- In violation of any license governing the use of software;
- Engaged in for any purpose that is illegal or contrary to the School policy or business interests;
- Political lobbying or product advertisement; or
- An unauthorized release of personal or confidential information of others.

Staff and students may not post or transmit photographs, videos or other works of students or staff on the Internet or through communication channels (photographed or recorded at the school, in association with the school, or at school events of any kind) or other electronic files of any kind without the express written permission of the school and those person(s), parent(s)/ legal guardians or staff members who are the subject, or are incidental participants, involved or contained in electronic file(s). Photographs, videos or other works of students for the purpose of student academic assignments may be published only after express written permission of parents or legal guardians is obtained.

## SECTION THREE- PERSONAL USE

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The Network and its resources are provided by the School are primarily for school business use to assist employees in the performance of their jobs. *Limited* or incidental use of the Network for personal, non-business purposes is authorized, and all such use should be done in a manner that does not negatively affect the systems' use for their business purposes. However, employees are expected to demonstrate a sense of responsibility and not abuse this privilege. Any personal device brought on campus, in the building or used on the Network is subject to all aspects of the school's Network policy including searches and that no expectation of privacy exists on personal devices brought on school property. Under no circumstance does a personal use of the Network void or otherwise inhibit enforcement of all provisions of school policy and this agreement. Permission for personal use of the Network may be revoked at any time.

## SECTION FOUR- ACCESS TO EMPLOYEE COMMUNICATIONS

Electronic information created and/or communicated by an employee using the Network are not generally reviewed by the school. However, the following conditions are present and used at the school's discretion at any time, with or without cause and without notice:

The School does routinely gather logs for many electronic activities and records applicable data to monitor employee communications directly, e.g., telephone numbers dialed, call length and time, and time, sites accessed, computer screen sharing or monitoring, for the following purposes:

- Cost analysis;
- Resource allocation;
- Optimum technical management of information resources; and
- Detecting patterns of use that indicate employees are violating company policies or engaging in illegal activity.

The School reserves the right, at its discretion, to review any employee's electronic files and messages and use of the Network to the extent necessary to ensure electronic media and services are being used in compliance with the law, this policy and other school policies. All information or data generated, stored or transmitted from any source on or through the school's Network is the property of the school.

Staff and student files, disks, documents, etc., which have been used or created with school electronic resources are not considered private. Staff and students shall have no expectation of privacy in hardware or software, files, disks, documents, websites, blogs, transmissions or any other electronic medium that are created, stored, downloaded, accessed and/or used in any form on the Network or other computer components owned or on the premises of the school. Electronic mail transmissions of any kind are not private. Accordingly, if they have sensitive information to transmit, they should use other means.

## SECTION FIVE- SOFTWARE

To prevent computer viruses from being transmitted through the company's computer system, unauthorized downloading of any software is strictly prohibited. Only software registered through

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the School may be downloaded. Employees should contact the Network Administrator if they have any questions.

## SECTION SIX- SECURITY/APPROPRIATE USE

Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by company management, employees are prohibited from engaging in, or attempting to engage in:

- Monitoring or intercepting the files or electronic communications of other employees or third parties, except by those authorized by the Network Administrator and the Director or Principal for purposes outlined in section four of this Agreement;
- "Hacking" or obtaining access to systems or accounts they are not authorized to use;
- Using other people's log-ins or passwords; and
- Breaching, testing, or monitoring computer or network security measures.

No e-mail or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.

Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.

Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by law or the copyright owner.

Staff may not intentionally harm or destroy school data, the Network, or Network performance. This includes, but is not limited to, creation and introduction of computer viruses, unauthorized access to restricted systems or programs, or using the school Network to illegally access other systems

## SECTION SEVEN- EMPLOYEE'S LIABILITY

Employees are liable for school equipment (including computers) assigned to them or that they take off campus. Employees will be financially responsible to replace or repair equipment that is stolen, lost, or damaged while in employee's care, subject to the following exceptions:

- Damage occurs because of normal wear or from appropriate use during the regular tasks associated with Employee's job;
- Damage or loss is caused by negligence on the part of the School;
- Damage or loss occurs from events outside Employee's control;
- In event of theft by a third party outside Employee's control, Employee shall replace equipment with any awarded insurance claim.
- Employee is responsible for the first five hundred dollars (\$500) or ten percent, whichever is greater, of the cost to repair or replace damaged or lost equipment resulting from each incident of damage or loss, except:

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- If damage is caused by a third party to whom Employee permitted access to or use of equipment, then employee shall be fully financially responsible for repair or replacement;
- If damage is caused by Employee's gross negligence or malicious conduct, then Employee shall be fully financially responsible for repair or replacement.

Cost for replacement or repair will equal to a reasonable bid from a reputable third party that meets the school's needs, all as determined by the School. The School will arrange and pay for replacement or repair, and Employee will reimburse the School according to Employee's responsibility outlined in this Agreement. Reimbursement can be in one lump sum within 30 days of repair or replacement, or by payroll deduction of the Employee's full financial responsibility according to this Agreement.

## SECTION EIGHT- PARTICIPATION IN SOCIAL NETWORKING, MEDIA AND ONLINE FORUMS

In general, the School respects an employee's decision to use social networking on personal time. Employees shall have no expectation of privacy, including public access by all members of the school family, Administration and staff, when they use social media because of the public nature of these types of services. Employees must exercise care to ensure that they are not viewed as representatives of the school and that they do not imply that they are speaking on behalf of the school. Employees who maintain a presence on Social Networking sites or services can be disciplined by the school, up to and including termination of employment if their Social Networking activities interfere with their ability to fulfill their role as an educator having care or custody over children, including being a role model to youth (see Rule R277-515. Utah Educator Standards). While the school does not seek to prohibit an individual from expressing their beliefs or opinions, or to interfere with an employee's personal life, their career choice as a role model with care or custody over children warrants a level of propriety and decency personally that if compromised publically, may result in disciplinary action up to and including termination of employment.

Employees must understand that they are role models for minor children. Employees of the School who participate in Social Networking personally may not "Friend" students or former students who are minors. With the express written permission by the school Director or Principal, purposeful, professional, (exclusively educational) Educational Social Networking (ESN) sites or profiles may be established by *Teachers* for the use of students and school Administrators. Teachers shall only allow students to access ESN sites if the site is completely professional and only contains information for instructional purposes. Teachers shall "Friend" the school Director or Principal and/or Board members and may not "Unfriend" (or Unfriend equivalent) the Director or Principal and/or Board members while they are employed at the School and the ESN site remains active. Teachers shall not disclose anyone's personal information, discuss or post photos of students, colleagues, Administration or the Board on Social Networking sites without the direct written permission of parents or legal guardians AND the school Director or Principal. Employees, including teachers may not allow students to access their personal Social Network profile, information or site.

Employees must remember that any messages or information sent on any school-provided equipment on any electronic computer or service network are identifiable and attributable to the School.

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The School recognizes that participation in some forums or social networks might be important to the performance of an employee's job. For instance, an employee might find a helpful idea for academic lessons by consulting members of a news group devoted to education. Employee participation in such forums is a personal choice of the individual and all commentary is authored by the individual and is not official statements of the School. Commentary made by employees on such forums should always reflect positively on the School.

## SECTION NINE- VIOLATIONS

Any employee who abuses the privilege of access to computers, e-mail or the Internet in violation of this policy will be subject to corrective action, including possible termination of employment, legal action, and criminal liability.

## SECTION TEN- EMPLOYEE AGREEMENT AND ACKNOWLEDGEMENT ON USE OF THE NETWORK

**The school will not be responsible for any damages an employee suffers while using the Network. These damages may include, but are not limited to, loss of data as a result of delays, employee errors or omissions, or non-deliveries or service interruptions caused by a Network system or component. Use of information obtained by the Network system is at the employee's own risk. The school specifically denies any responsibility for the accuracy of information obtained through the electronic information resources.**

**I have read, understand, and agree to comply with the foregoing policies, rules, and conditions governing the use of the school's Network. I understand that I have no expectation of privacy when I use any of the telecommunication equipment or services. I am aware that violations of this guideline on appropriate use of the Network may subject me to disciplinary action, including termination of employment, legal action and criminal liability. I further understand that my use of the e-mail, blogs, Social Networking services and the Internet can and do reflect on the image of the School to the community, the State, competitors and suppliers and that I have responsibility to maintain a positive representation of the school. Furthermore, I understand that this policy can be amended at any time. I understand that this Agreement supersedes any previous oral or written Computer Use Policy Agreement, and agreement regarding computer use.**

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*Employee Name*

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*Employee Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*For the School*

\_\_\_\_\_  
*Date*