

DELTON-KELLOGG SCHOOLS
STAFF TECHNOLOGY ACCEPTABLE USAGE POLICY and
Agreement for Acceptable Use of DKS Technology Resources
Employees, Board Members, Persons other than Students

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Building/Program Name

Name (Last Name, First Name)

This agreement is entered into this _____ day of _____, 20____, between

_____ ("Employee" or "User") and the Delton-Kellogg Schools District ("DKS"). The purpose of this agreement is to grant access to and define acceptable use of DKS's Technology Resources for legitimate educational purposes consistent with DKS's mission statement. "Technology Resources" include, but are not limited to: (1) internal and external network infrastructure, (2) Internet and network access, (3) computers, (4) servers, (5) storage devices, (6) peripherals, (7) software, and (8) messaging or communication systems. These resources may be provided to users to: (1) assist in the collaboration and exchange of information, (2) facilitate personal growth in the use of technology, and (3) enhance information gathering and communication skills.

In exchange for the use of DKS's Technology Resources either at school or away from school, you understand and agree to the following:

- A. Your use of the DKS's Technology Resources is a privilege that may be revoked by the DKS at any time and for any reason.
- B. The DKS reserves all rights to any material stored on DKS Technology Resources. You have no expectation of privacy when using DKS Technology Resources. DKS reserves the right to monitor all use of its Technology Resources, including, without limitation, personal email and voice mail communications, computer files, data bases, web logs, audit trails, or any other electronic transmissions accessed, distributed, or used through the Technology Resources. DKS also reserves the right to remove any material from the Technology Resources that the DKS, at its sole discretion, chooses to, including, without limitation, any information that DKS determines to be unlawful, obscene, pornographic, harassing, intimidating, or disruptive.
- C. The Technology Resources do not provide you a "public forum." You may not use the Technology Resources for commercial purposes or to lobby or solicit political positions or candidates unless expressly authorized in advance by a supervisor as part of a DKS activity. You may, however, use the Technology Resources to contact or communicate with public officials.
- D. The DKS's Technology Resources are intended for exclusive use by registered users. You are responsible for your account/password and any access to the Technology Resources made using your account/password. Any problems arising from the use of your account/password are your responsibility. Use of your account by someone other than you is forbidden and may be grounds for loss of access privileges and other disciplinary consequences (for employees, up to and including termination), as determined by the DKS, for both you and the person(s) using your account/password.
- E. You may not use the Technology Resources or any other communication/messaging devices (including devices not owned by DKS) to engage in cyberbullying. Cyberbullying means "the use of email, cell phone and pager text messages, instant messaging (IM), defamatory personal websites, and defamatory online personal polling websites to support deliberate, repeated and hostile behavior by an individual or group that is intended to harm others." [Definition written by Bill Belsy, available at <http://www.cyberbullying.ca>.]
- F. Misuse of Technology Resources may result in suspension of your account privileges and/or other disciplinary action (for employees, up to and including termination), as determined by the DKS. Misuse, includes, but is not limited to:
 - 1. Accessing or attempting to access educationally inappropriate materials/sites, including, without limitation, material that is unlawful, obscene, pornographic, profane, or vulgar. The determination of a material's "appropriateness" is based on both the material's content and intended use.
 - 2. Cyberbullying (as defined in paragraph E) or any other use of the Technology Resources that would violate DKS's anti-bullying rules or policies. Cyberbullying may, without limitation, include posting slurs or rumors or other disparaging remarks about another person on a website; sending email or instant messages that are meant to threaten, harass, intimidate, or drive up a victim's cell phone bill; taking or sending embarrassing or sexually explicit photographs, video, or other visual depictions of another person; or posting misleading or fake photographs of others on websites.
 - 3. Sexting, which includes, without limitation, possessing, sending, or distributing nude, sexually explicit, or sexually suggestive photographs, videos, or other visual depictions of yourself or another person over the DKS's Technology Resources from any means, including over personally owned devices.
 - 4. Vandalism, which includes, without limitation, any malicious or intentional attempt to harm, steal, destroy, or disrupt user data, school materials, or school hardware; violating the integrity of DKS's Technology Resources; uploading or creating viruses; downloading/installing unapproved, illegal, or unlicensed software; or seeking to circumvent or bypass security measures.
 - 5. Hacking, which includes, without limitation, gaining or attempting to gain access to, modifying, or obtaining copies of, unauthorized information or information belonging to other users.
 - 6. Unauthorized copying or use of licenses or copyrighted software.
 - 7. Plagiarizing, which includes the unauthorized distributing, copying, using, or holding out as your own, copyrighted material (most of the Internet is copyrighted), or material written by someone else, without permission of, and attribution to, the author.
 - 8. Misrepresenting others, including, without limitation, posting confidential or inappropriate information (text, video, photo) meant to harass, intimidate, or embarrass other students or staff on any social media network or website.
 - 9. Allowing anyone else to use an account or not locking access to computer devices when leaving them unattended.
 - 10. Using or soliciting the use of, or attempting to use or discover the account information or password of, another user.
 - 11. Attempting to or successfully disabling security features, including technology protection measures required under the Children's Internet Protection Act (CIPA).
 - 12. Misusing equipment or altering system software without permission.

13. Commercial for-profit activities, advertising, political lobbying, or sending mass mailings or spam. However, you may contact a public official to express an opinion on a topic of interest.
 14. Using the Technology Resources in any way that violates any federal, state, or local law or rule (including the DKS's employee code of conduct for employees)
 15. Any information transmitted through social networking and any resulting ramifications are the responsibility of the employee.
- G. It is the policy of DKS, as a recipient of certain federal funds, to monitor the online activities of its minor students and provide technology protection measures on its computers with Internet access designed to prevent minors from accessing visual depictions that are (1) obscene, (2) child pornography, or (3) harmful to minors. DKS staff must regularly monitor to ensure that technology blocks are working appropriately. The technology blocks may be disabled by an authorized person, *during adult use*, to enable access to bona fide research or for other lawful purposes.
 - H. The DKS does not warrant or guarantee that its Technology Resources will meet any specific requirement, or that they will be error free or uninterrupted; nor will DKS or its Internet provider be liable for any direct or indirect, incidental, or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the Technology Resources.
 - I. When utilizing the DKS Technology Resources, you may use only DKS authorized messaging and communication systems, which include, to a limited extent, personal email accounts. There is no expectation of privacy in electronic communications when using Technology Resources. The DKS reserves the right to monitor electronic communications.
 - J. As soon as possible, you must disclose to your supervisor any message you receive from a colleague or student that is inappropriate or makes you feel uncomfortable, harassed, threatened, or bullied, especially any communication that contains sexually explicit content. You should not delete such content until instructed to do so by an Assistant Superintendent of Human Resources or Regional Technology Services.
 - K. Any violation of this Acceptable Usage Policy or inappropriate use of DKS technology while accessing personal communication accounts will subject the user to discipline, including the possible termination of access to Technology Resources and for employees including the possibility of termination from the DKS as an employee
 - L. The DKS and/or the Internet provider will periodically determine whether specific uses of the DKS's Technology Resources are consistent with this acceptable-use policy. The DKS or its Internet provider reserves the right to log Internet use and to monitor mail space and file server utilization by users. The DKS reserves the right to remove a user account on the DKS's Technology Resources to prevent further unauthorized activity.
 - M. You may not transfer intellectual property or software belonging to DKS without the permission of the DKS Assistant Superintendent of Regional Technology Services or his/her designee. Without first obtaining such permission, you will be liable for any damages and will be required to pay the cost of any damages caused by such transfer, whether intentional or accidental.
 - N. You are responsible for the proper use of Technology Resources and will be held accountable for any damage to or replacement of the Resources caused by your inappropriate use.
 - O. You acknowledge that you may receive or have access to student education records and other data subject to confidentiality requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g, Individuals with Disabilities Education Act ("IDEA"), the Michigan Mandatory Special Education Act ("MMSEA"), and the National School Lunch Act and their underlying regulations (collectively, the "Acts"). You acknowledge that, to the extent you receive and have access to such data and records, you are subject to the provisions of those Acts and their regulations, and will not re-disclose student data or other education records except as permitted by law.
 - P. The user is solely responsible for all charges and fees, including outside telephone, printing, and merchandise purchases made through the network. The DKS is not a party to such transactions and shall not be liable for any costs or damages, whether direct or indirect, arising out of network transactions by the user.
 - Q. The user acknowledges and understands that correspondence sent or received over the DKS's network may be subject to retrieval under the State of Michigan Freedom of Information Act, MCL 15.231 – 246. The user agrees to cooperate fully and promptly with the DKS when responding to FOIA requests concerning communications over the DKS's computer network.

In consideration for the privileges of using the DKS's Technology Resources and in consideration for having access to the information contained therein, I release the DKS, its Board of Education, individual Board members, administrative employees and agents, the Internet provider and its operators from any and all claims of any nature arising from my use, or inability to use, the Technology Resources. I agree to abide by this Acceptable Use Policy and Agreement and by any rules or regulations that may be added from time-to-time by the DKS and its Internet provider as well as DKS's Internet Safety Policy. All additional rules, regulations, and policies are available in the Human Resource office. I agree to pay for, reimburse and indemnify the DKS, its Board of Education, individual Board members, administrative employees and agents for damages including any fees, expenses, liability or other damages of every sort and nature incurred as a result of my use, or misuse, of these Technology Resources.

I have read this Acceptable Use Policy and Agreement of Acceptable Use of Technology Resources and sign it knowingly and freely.

Employee Signature

Date