

# Technology

Approved 5.21.2012

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## **Purpose of Policy**

The School may provide its employees, volunteers, independent contractors, guests, and visitors (hereinafter "Staff") with Technology such as computer equipment, software, and on-line access to internal and external networks, including the Internet, so that Staff may communicate more efficiently and accomplish the School's goals. This Technology Policy (hereinafter "Policy") governs the use of Technology owned by or operated within the School.

Herein, "Technology" shall be deemed to include any and all of the School's computer hardware, software, networks (whether wired or wireless), Internet access, or any other services or asset related to telephones, office machines, computers, or any other electronic devices, and/or their use. This includes any of these assets or services that are owned, leased, operated, or otherwise controlled by or in possession of the School.

## **Technology Manager**

Enforcement of this Policy shall fall under the purview of the Technology Manager. The Technology Manager will be a full-time employee of the School who is appointed to this position by the Director and who reports all Technology needs, questions, concerns, updates, and information directly to the Director. Anything related to Technology must be presented to the Technology Manager. Should the Technology Manager not be reasonably available, Staff may go to the Director, but should ensure that the Technology Manager is aware of the discussion. The Technology Manager shall receive no additional compensation for these additional duties.

## **Administrator Rights**

Whenever possible, all Technology will be protected from modification with a password. Only the Director and Technology Manager will have access to this password. Should any Staff need to delete software, install software, download software, or change any computer, network, or device settings, they must contact the Technology Manager for assistance. Aside from the Technology Manager or Director, no Staff has any right to modify any Technology by installing software, deleting software, downloading software, changing computer, network, or device settings, or by taking any other action that would change the setup or capabilities of any Technology. Use of the administrator password by any Staff other than the Technology Manager or Director is strictly prohibited.

## **Privacy**

The School has the right to monitor all on-line communications, emails, phone calls, Internet activity, and document production and storage to ensure that appropriate and lawful purposes are being pursued, in order to avoid offensive or nuisance material, to protect systems from viruses or other harm, and to limit connections solely to School-related activity. All information stored on School computers, storage devices, or storage systems, including all e-mail communication, belongs to the School. The School may, without advance warning or notification, inspect all such information located on such computers, storage devices, or storage systems, at any time as necessary for the conduct of its business.

Employees should be aware that the school has the right to access employees' personal email, computer files, and personal technology if required for investigation of misuse.

**NOTE:** By your use of the School Technology, you are acknowledging that you absolutely have no expectation of privacy related to your use of the School's Technology.

### **General Terms of Use**

Use of any Technology owned or provided by the School is subject to the following general conditions:

- Staff use of Technology should be for the School's purposes and not for more than Incidental personal use.
- "Incidental" shall be defined as the infrequent use such that it does not interfere in any way or occur during instances where the Staff's time would be better served helping the students of the School. Such periods of time would be during the Staff's break or lunch periods when the Staff does not owe any duty or responsibility of any kind, be it teaching or planning for teaching the students entrusted in their care or to the proper administration of the School's business and services.
- Use of Technology provided by the School for any illegal purpose is strictly prohibited. Such use includes, but is not limited to any activity involving:
  - Gaining unauthorized access to or intentionally damaging other computer systems, networks, or the information contained within them,
  - Committing theft, fraud, or other criminal acts of any kind,
  - Violating any law that protects intellectual property, such as copyrights,
  - Distributing or obtaining illegally copied software, graphics, sounds, text, or other material,
  - Any activity involving harassing or threatening messages or actions, or
  - Any activity involving material of pornographic, inappropriate, offensive, or indecent content.
- The School will cooperate with law enforcement authorities to prosecute offenders. You must report any suspected, accidental, or intentional illegal action.
- No third party shall be allowed to have physical or electronic access to School Technology of any type or for any reason without the express prior written permission of the Director. The Technology Manager will provide third parties with a "**Technology Access Form**" should a third party need to utilize School Technology.
- On-line communications may be subject to interception by persons outside the School, and such interception may not be detectable. Therefore, the transmission of confidential information by any on-line means is strictly prohibited. Should it be necessary to send confidential information on-line,

contact the Technology Manager. The Technology Manager may be able to provide you with a means to safely encrypt the data. In this case, all encryption and decryption keys must be provided to the Technology Manager. Only encryption/decryption software provided by the Technology Manager may be used.

- To protect the School from infringement actions, you may not download or save any material from any on-line source, however retrieved, unless (a) you have taken measures to verify source reliability, and (b) the material is legally permitted to be downloaded without violation of copyright, trademark, or any other intellectual property rights under the law. As a result of your activity, you agree to be personally liable for any and all damage done to School Technology and any legal liabilities of the School related to your online activity. This includes, but is not limited to, damage created by viruses, spyware, adware, or any other form of similar program, and also includes any legal liability incurred as a result of your violation of laws related to copyright, trademark, or any other form of intellectual property.
- Downloading data, information, images, and the like from an outside source increases the risks to our computers of viruses and other damaging agents. You should not retrieve material from outside sources, particularly from sources not known to you, unless you have good reason to do so, and are absolutely certain that there is no possibility of any adverse effects for your actions to the Technology. As a result of your activity, you agree to be personally liable for any and all damage done to School Technology related to your online activity. This includes, but is not limited to, damage created by viruses, spyware, adware, or any other kind of malicious program or code.
- Staff is expected to abide by the Use of School Assets section of the **Staff Code of Conduct and Ethics Policy** (see **Staff Policy Manual**).
- Passwords should not be shared and access to computer systems must be kept confidential. In addition to the above General Terms of Use, the following are additional provisions to be followed by all Staff.

### **Computer Hardware**

To ensure that computer systems are available when needed, any relocation of computer hardware must be first approved by the Technology Manager.

For any repair or upgrade needs, notify the Technology Manager. No Staff other than the Technology Manager, or their designee, is authorized to repair or upgrade any computer hardware.

### **Computer Software**

All Staff shall use software only in accordance with its license agreement. Unless otherwise provided in the license, any duplication of copyrighted software, except for backup and archival purposes, is a violation of the law. As such, only the Technology Manager has the authority to create duplicates of any computer software.

The following points are to be followed to comply with the School's software licensing agreement(s):

1. The School and its Staff will use all software in accordance with applicable license agreement(s).

2. Legitimate licensed copies of software will promptly be provided to all Staff who, in the discretion of the School, need it for the performance of their duties to the School. No Staff will make any copies of any software under any circumstances. Anyone found copying software other than for backup purposes is subject to discipline, up to and including immediate termination.
3. The School will not tolerate the use of any unauthorized copies of software in the School. Any person illegally reproducing software can be subject to civil and criminal penalties including fines and imprisonment. The School does not condone illegal copying of software under any circumstances and anyone who makes, uses, or otherwise acquires unauthorized software shall be subject to discipline, up to and including immediate termination.
4. No Staff shall give School software to any outsiders including students. No Staff shall install any software on School computers except the software provided by the School for installation. No Staff shall establish or modify a password or encryption protection on a School computer.
5. Any Staff who determines that there may be a purposeful or accidental violation of the above software policy within the School shall notify the Technology Manager.
6. All software installed and/or used on School computers shall be properly licensed through appropriate procedures.

### **Network Access**

#### Internet

While the School provides Internet access to its Staff as part of its work resources, it does not monitor the content of every website which is available on the World Wide Web. The content or accessibility of a particular website does not imply the School's endorsement or approval of the content of such website. The School reserves the right, but is not obligated, to place appropriate limits on the sites it makes available. Staff is encouraged to remember the policy related to harassment within the **Safe School Environment Policy** (see **School Policy Manual**) when browsing the Internet.

At no time should any Staff utilize an online storage system for saving any information related to the School, its operations, or its students.

Prior to downloading any files or programs of any kind from the Internet, Staff is required to obtain the prior express approval of the Technology Manager.

Inappropriate use of the Internet also includes viewing, publication, or circulation of illegal or offensive material, viewing, publication, or circulation of junk mail, including chain letters, jokes or large attachments, gambling, or gaming.

#### Email

- The School provides e-mail for purposes of school communications.
- You are prohibited from initiating or forwarding harassing, pornographic, or indecent messages, to Staff, students, or to anyone else.
- Electronic mail must be addressed to proper recipients. Carefully check to reduce the possibility of communications being misdirected.

- If your job includes responding to work-related e-mail requests on an informal and unofficial basis (e.g. a personal reference for a student), make sure that your message clearly states that your views are not necessarily the views of the School. Even so, you must be aware that the address you are sending from may well indicate the School's name and you should keep in mind that the message may be seen to be representing the School, regardless of any disclaimers. Therefore, do not send any e-mail directly critical of the School's employees, students, or services. Staff is reminded that any requests for references of other Staff is required to be sent to the Director per the policies found in the **Staff Policy Manual**.
- In all cases, do not reveal any confidential information of the School or its vendors, students, and Staff.
- Staff is prohibited from misrepresenting their name, identity, or position or posing as another person in an electronic mail message.
- Inappropriate use of email also includes viewing, publication, or circulation of illegal or offensive material, viewing, publication, or circulation of junk mail, including chain letters, jokes or large attachments, gambling, or gaming.
- Employees who receive inappropriate communications should inform the Technology Manager immediately.

#### **Use of Peripherals and Office Machines**

The peripherals, office machines, telephones, and any other electronic or office equipment owned, leased, or possessed by the School is property of the School and is not to be used in any way for personal purposes.

#### **Personal Computers & Software**

Should Staff elect to use their own computer hardware or any other electronic device while at the School, they knowingly do so with the following understanding and risks:

- The use of a personal computer or other personal electronic device while at the School is at the sole risk of the owner. With such use, you acknowledge that the School has not requested you to use your own property to complete your duties, as you will be provided with whatever equipment is reasonable for your duties.
- You are fully liable and responsible for any and all damage done to the School's Technology by your personal property or your use or misuse thereof.
- Prior to bringing your personal computer or any other electronic device into the School, you shall guarantee and warrant that your equipment 1) is free of viruses of any kind, 2) does not contain any illegal (unregistered) software of any kind, and 3) that you are the lawful owner of the property. Your use of your own personal equipment is evidence of your express agreement with this Policy.
- At no time will you install software on any School Technology. Only the Technology Manager and Director have authority to install or remove software on School Technology.
- Regardless if you are using School Technology or your own, all parts of this Policy must be followed.
- As above, the use of your own personal computer equipment, software, or any other electronic device while at the School or while participating in School activities will be subject to the same rules regarding privacy as detailed in this Policy. As such, you acknowledge that you have no expectation

of privacy related to your use of such equipment while at School or while participating in School activities.

**Security**

Under no circumstances are you to use any Technology for purposes of reading, creating, writing to, or using in any way a weblog, chat room, discussion group, or any online community of similar nature while at School or while participating in School activities.

Should you be involved with the writing to or management of a weblog, chat room, discussion group, or any online community when outside of the School, you should not identify or criticize in any way the School, its employees, students, services, or any other person related to the School in any way for any reason whatsoever. Only those with prior express authorization of the Director have authority to speak on behalf of the School. Please note the **Media Communications Policy** (see **School Policy Manual**) for further details regarding communications with the media.

**Legal Liability & Discipline**

Legal Liability

Your use or misuse of Technology or your own personal property while at School, engaged in School activities, or in discussions regarding the School, its Staff, or its students may subject you to personal legal liability should you violate any part of this Policy.

Discipline

Abuse of the Technology or other violation of this Policy may result in disciplinary action, up to and including termination.

**School Asset Checkout Agreement**

Name: \_\_\_\_\_ Checkout Date \_\_\_\_\_

**ITEMS CHECKED OUT:**

Item: \_\_\_\_\_ ID Tag #: \_\_\_\_\_

Serial/Model #: \_\_\_\_\_

Item: \_\_\_\_\_ ID Tag #: \_\_\_\_\_

Serial/Model #: \_\_\_\_\_

Item: \_\_\_\_\_ ID Tag #: \_\_\_\_\_

Serial/Model #: \_\_\_\_\_

Item: \_\_\_\_\_ ID Tag #: \_\_\_\_\_

Serial/Model #: \_\_\_\_\_

Should any of the above assets become damaged, destroyed, or lost, you must **immediately** notify the Director **in writing**. Any damaged assets must be turned in prior to replacement.

The undersigned acknowledges that they understand they cannot loan or otherwise transfer the asset to any other individual for any reason. If the undersigned quits their position with the School or is terminated for any reason, the undersigned agrees to immediately return all equipment detailed by this form and all other equipment owned by the School, even if not listed on this form. School will pursue legal action to recover School assets not returned to the School within 24 hours of termination.

If any of the above assets become 1) lost, or 2) damaged due to your negligence, willful or intentional acts, recklessness, or misuse, you will be required to compensate the School for its cost or replacement through direct payment or payroll deduction. If the assets are used for personal uses that result in a charge to the School, you authorize the School to make deductions from your paycheck to cover these costs.

**By signing this form, you hereby authorize the School to deduct any necessary amounts from your paycheck for the above items.**

By signing below, I am agreeing to all terms of this Agreement, and further agree to strictly abide by all the terms and conditions of the School's Technology Policy and Staff Code of Conduct and Ethics. I acknowledge that violations of School policy may result in disciplinary action up to and including my termination.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Returned on: \_\_\_\_\_ Condition: \_\_\_\_\_

School Representative:

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

