

ACCEPTABLE USE AGREEMENT AND RELEASE OF GRIZZLY CHALLENGE CHARTER SCHOOL (GCCS) FROM LIABILITY (EMPLOYEES)

The Grizzly Challenge Charter School (“GCCS” or “Charter School”) authorizes employees to use technology owned or otherwise provided by GCCS as necessary to fulfill the requirements of their position. The use of Charter School technology is a privilege permitted at GCCS's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. GCCS reserves the right to suspend access at any time, without notice, for any reason.

The Charter School expects all employees to use technology responsibly in order to avoid potential problems and liability. GCCS may place reasonable restrictions on the sites, material, and/or information that employees may access through the system.

GCCS makes no guarantee that the functions or services provided by or through the Charter School will be without defect. In addition, the Charter School is not responsible for financial obligations arising from unauthorized use of the system.

Each employee who is authorized to use Charter School technology shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement.

Definitions

Charter School technology includes, but is not limited to, computers, the Charter School’s computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through Charter School-owned or personally owned equipment or devices.

Employee Obligations and Responsibilities

Employees are expected to use Charter School technology safely, responsibly, and primarily for work-related purposes. Any incidental personal use of Charter School technology shall not interfere with Charter School business and operations, the work and productivity of any GCCS employee, or the safety and security of Charter School technology. GCCS is not responsible for any loss or damage incurred by an employee as a result of his/her personal use of Charter School technology.

The employee in whose name Charter School technology is issued is responsible for its proper use at all times. Employees shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned. Employees shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic identification, or send

anonymous electronic communications. Furthermore, employees shall not attempt to access any data, documents, emails, or programs in the Charter School system for which they do not have authorization.

Employees are prohibited from using Charter School technology for improper purposes, including, but not limited to, use of Charter School technology to:

1. Access, post, display, or otherwise use material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, threatening, or disruptive
2. Disclose or in any way cause to be disclosed confidential or sensitive district, employee, or student information without prior authorization from a supervisor
3. Engage in personal commercial or other for-profit activities without permission of the Superintendent or designee
4. Engage in unlawful use of district technology for political lobbying
5. Infringe on copyright, license, trademark, patent, or other intellectual property rights
6. Intentionally disrupt or harm district technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission, changing settings on shared computers)
7. Install unauthorized software
8. Engage in or promote unethical practices or violate any law or Board policy, administrative regulation, or district practice

Privacy

Since the use of Charter School technology is intended for use in conducting school business, no employee should have any expectation of privacy in any use of Charter School technology.

GCCS reserves the right to monitor and record all use of Charter School technology, including, but not limited to, access to the Internet or social media, communications sent or received from Charter School technology, or other uses within the jurisdiction of the Charter School. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Employees should be aware that, in most

instances, their use of Charter School technology (such as web searches and emails) cannot be erased or deleted.

All passwords created for or used on any Charter School technology are the sole property of the Charter School. The creation or use of a password by a student on Charter School technology does not create a reasonable expectation of privacy.

Personally Owned Devices

If an employee uses a personally owned device to access Charter School technology or conduct district business, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

Records

If an employee becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of Charter School technology, he/she shall immediately report such information to the Principal or designee.

Reporting

If an employee becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information), misuse of Charter School technology, he/she shall immediately report such information to the Principal or designee.

Consequences for Violation

Violations of the law, Board policy, or this Acceptable Use Agreement may result in revocation of an employee's access to Charter School technology and/or discipline, up to and including termination. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

Employee Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement, BP 4040 - Acceptable Use of Technology, and other applicable laws and Charter School policies and regulations governing the use of Charter School technology. I understand that there is no expectation of privacy when using Charter School technology or when my personal electronic devices use Charter School technology. I further understand that any violation may result in revocation of user privileges, disciplinary action, and/or appropriate legal action.

I hereby release GCCS and its personnel from any and all claims and damages arising from my use of Charter School technology or from the failure of any technology protection measures employed by GCCS.

Name: _____ Position: _____
(Please print)

School/Work Site: _____

Signature: _____ Date: _____