

San Bernardino County Superintendent of Schools Policy 4012.1

ELECTRONIC NETWORK AND INTERNET USE POLICY

WHEREAS San Bernardino County Superintendent of Schools ("SBCSS") has created the following policies for all employees who may have access to the SBCSS Electronic Network, including access to the Internet. These policies also apply to volunteers, coaches and others who interact in an electronic format with students and employees of SBCSS and its member school districts ("District").

WHEREAS the employee acknowledges the SBCSS and District Electronic Network and the Internet access is intended for only professional and responsible use by employees.

WHEREAS employees of SBCSS may have access to District Electronic Networks while conducting business throughout the County, including access to the Internet, upon approval of department management; and

NOW THEREFORE, TERMS AND CONDITIONS OF THIS POLICY

Electronic Network: The Electronic Network, as referred to herein, includes any electronic medium, whether on a desktop or mobile device, Internet, email or other electronic display.

Acceptable Use: Use of the Electronic Network must be in support of the SBCSS mission to serve students and clients and not for personal use. Only professional and responsible use of the SBCSS Electronic Network is authorized. Use is restricted to employees only. Individuals using the network and/or Internet without authority, or in excess of their authority, may be subject to discipline. Communications on the SBCSS Electronic Network are not private and are subject to monitoring and recording.

Represented or FLSA covered employees can only use the SBCSS Electronic Network within their prescribed work hours as defined in their bargaining unit agreement. FLSA Exempt employees, such as management and teachers, and as defined by the United States Department of Labor in the Fair Labor and Standards Act and by the California Department of Labor, have no definite hours of work, but instead work the hours necessary to perform the services as needed and required without overtime compensation (Policy 4313.1 – Working Hours – Management).

Privileges: Communications through the Electronic Network, including network email, may be monitored. Should SBCSS discover improper use of the Electronic Network, SBCSS reserves the right to discontinue SBCSS Electronic Network and/or Internet access and/or take further appropriate employment and disciplinary actions up to and including dismissal. This includes all devices the employee uses to access the SBCSS Network.

Termination of Employment: Upon termination of employment, the employee's access to SBCSS Electronic Network and the Internet will be terminated immediately and all Electronic Network files remain the property of SBCSS.

Personal Responsibility: Employees of SBCSS will accept personal responsibility for reporting any misuse of the Internet to their immediate supervisor, department head, or the system administrator. Private applications not registered with the Technology Services Branch will be removed from the system upon discovery. Account access is only granted to authorized users. Employees are responsible for the security and confidentiality of passwords

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(SBCSS Organizational Password Policy 4012.5). Passwords are not to be shared. Employees who choose to use a photo to attach to their personal email account, must use a photo that is professional in appearance.

Services: The SBCSS makes no warranties of any kind, whether expressed or implied, for the service it is providing. SBCSS will not be responsible for any damages suffered while on this system. These damages include loss of data as a result of delays, non-deliveries, misdirected deliveries, or service interruptions caused by the system or the employee's errors or omissions. Use of any information obtained via the Internet is at the employee's own risk. SBCSS specifically disclaims any responsibility for the accuracy of information obtained through the Internet.

Notification: SBCSS Human Resources Branch will notify the Technology Services Branch of any changes in an employee's information, **including name change, location change, bargaining unit change, etc.**

Terms and Conditions of this Policy Relative to District Electronic Network Use as an SBCSS Employee

The intent of this policy is not to impose restrictions that are contrary to the culture of openness, trust and integrity of the employees of SBCSS. Technology Services Branch is committed to protecting the employees and all systems and networks of SBCSS or Districts (District) they provide services to from illegal or damaging actions by individuals, either knowingly or unknowingly.

This applies to all network related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and FTP, are the property of SBCSS or the District.

District Network Use As An SBCSS Employee

Specific exceptions to any of the below must be approved by the District school board or designated school official, documented, and published prior to becoming effective.

1. Every employee must adhere to both the SBCSS and District Acceptable Use Policies prior to being given access to either the SBCSS or District networks.
2. If an employee accesses either the SBCSS or District networks illegally and without prior approval from the technology staff of either SBCSS or District, network access may be removed permanently.
3. All devices connected to the SBCSS or District network and software running on those devices:
 - a. Must be the property of either SBCSS or the District;
 - b. Must be connected, installed, maintained, and upgraded exclusively by authorized SBCSS or District technology staff or their designee;
 - c. Must be operated exclusively by an SBCSS employee or authorized contractor only (and not by family members or friends of the employee);

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- d. Will be secured with a password-protected screensaver with the automatic activation feature set when host is left unattended according to SBCSS or District policy in compliance with BEST NET consortium standards;
 - e. Will be continuously executing approved SBCSS, District and/or BEST NET consortium virus, malware, spyware, and ad-ware detection software;
4. Personally owned devices can be used for email access only with the express permission of the Supervisor. SBCSS assumes no responsibility for the use of personal devices while on or using the SBCSS network.
 5. Employees are not to store SBCSS or District data of any kind on their personal devices.
 6. Employees should not open e-mail attachments received from unknown senders, since they may contain viruses or malware, including e-mail bombs, or Trojan horse code. If you receive attachments from unknown senders, please notify the TS helpdesk.
 7. All software used by employees or recommended for students use by employees (including free apps) must have contracts that comply with the requirements of AB1584/Ed Code 49073.1 to ensure the ongoing security and privacy of student and staff personally identifiable information.
 8. All activity involving the use of a school district's network, devices attached to that network, or software installed on those devices may be monitored by the school district at any time without prior notice. This is in addition to any security monitoring solution implemented by SBCSS.
 9. All data and information stored on any device owned by the school is the property of the school district.
 10. Every employee is responsible for saving and maintaining data on a designated SBCSS network drive to ensure that the nightly backup and security procedures performed by the Technology Services Branch encompasses said data. Drives I and J are the designated SBCSS network drives for this purpose. The I drive is the employee's individual/personal drive. The J drive is the designated shared drive. There may be additional drives for a department. Organizational data is not to be stored on any employee's personal hard drive(s) or devices nor on the local drives of the organizationally supplied devices.

Unacceptable Use:

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of SBCSS authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing SBCSS owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

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System and Network Activities:

The following activities are strictly prohibited, with no exceptions:

- a. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of “pirated” or other software products that are not appropriately licensed for use by SBCSS.
 - b. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which SBCSS or the end user does not have an active license is strictly prohibited.
 - c. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
 - d. Introduction of malicious programs, packages or payloads into the network or server environment (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
 - e. Revealing any of your work related passwords or allowing use of your work related logons by others. This includes family, other household members when work is being done at home, as well as co-workers.
 - f. Using a SBCSS computing asset to actively engage in procuring or transmitting material or content that promotes, fosters, or perpetuates discrimination, a hostile workplace or harassment on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
 - g. Effecting security breaches or disruptions of network communication (whether intentional or not).
 - h. Providing information about, or lists of, SBCSS employees to parties outside SBCSS.
9. Inappropriately using or disclosing confidential information, including but not limited to student information and employee’s personal information, via the Electronic Network.
 10. Exploiting access to any data base or computer system for personal gain or personal satisfaction.
 11. Conducting any illegal or unlawful activity.

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E-mail and Communications Activities

Electronic mail (e-mail) is a valuable resource for communication of information necessary to conduct SBCSS business. The Technology Services Branch is responsible for administering and managing the system; and the branch leaders are responsible for ensuring appropriate use of the system by all SBCSS employees.

In accordance with this policy, SBCSS reserves the right, without advance notice to users of the e-mail systems, to monitor, access, copy, or delete any messages stored on any of its e-mail systems. No user of any SBCSS e-mail system should have an expectation of privacy in its use in accordance with the California Public Records Act defining e-mail as one of many types of correspondence that qualify as “writings” subject to public inspection.

Employees should not open e-mail attachments received from unknown senders, since they may contain viruses or malware, including e-mail bombs, or Trojan horse code. If you do receive attachments from unknown senders, please notify the TS helpdesk.

Records Retention and Disposal

E-mails are considered a Class 3 record in accordance with the California Code of Regulations Code Title 5, Sections 16020-16030, records are defined as:

- Class 1 - Permanent Records, Section 16023;
- Class 2 - Optional Records, Section 16024;
- Class 3 - Disposable Records, Section 16025.

E-mails are considered a Class 3 record unless attachments cause the e-mail to be assigned a Class 1 or Class 2 designation. Section 16027 indicates that Class 3 records shall be destroyed during the third school year after the school year in which they originated; after 5 years of origination.

E-mails containing Class 1 or Class 2 data must be safeguarded by the employee in accordance with SBCSS records retention policies. Class 3 e-mails will not be retained beyond the 5-year retention period.

eDiscovery – Federal Rules of Civil Procedure (FRCP) 2006

Revisions to the FRCP of 2006 state it is the obligation of the employer “to quickly secure, hold, and produce all pertinent data for litigation when directed E-mail received by the e-mail server is retained in the archive server; a separate, secured environment. E-mails will only be deleted from the eDiscovery area when they have exceeded the 5-year retention period. This process will be performed through the archive eDiscovery deletion process. Only authorized employees have access to the eDiscovery system. All access is traceable by date and time logs.

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e-Mail and eDiscovery Procedures

The following procedures apply to e-mail delivery, retention, archiving, and disposal:

1. E-mail sent to the SBCSS e-mail server is first processed through a spam filter;
2. E-mail not classified as spam is forwarded to the Exchange server where a copy is made and placed in the archive eDiscovery server;
3. The e-mail is delivered to the employee's INBOX;
4. Once delivered, the e-mail can be deleted by the employee or retained in the employee's INBOX or designated folders, for the 5-year retention cycle;
5. E-mails are automatically sent to the archive server and are retrievable by the employee for up to 5 years;

Deleted Items

Employees can manually move e-mail to the DELETED ITEMS folder. The copy of the e-mail is not deleted from the archive eDiscovery server.

Exchange Folders and Sent Items

- All e-mail is available to employees for 5 years;
- E-mails residing in e-mail folders will be deleted after the 5-year retention period;
- Employees can manually delete e-mails from folders contained in their folder list at any time. This action will move the e-mail to the DELETED ITEMS folder. The DELETED ITEMS procedure will then be applied.

E-Mail Supported Clients

Microsoft Outlook client and Microsoft Outlook Web Access (OWA) are the only supported solutions for SBCSS employees to access their e-mail and calendar information. Currently, Office 365 and 2010 are the only Outlook clients that meet these criteria. Other solutions will jeopardize the legal eDiscovery obligations of the Superintendent.

Unacceptable Use:

The following activities are, in general, prohibited. Under no circumstances is an employee of SBCSS authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing SBCSS owned resources.

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The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

1. Sending unsolicited e-mail messages, including the sending of “junk mail” or other advertising material to individuals who did not specifically request such material (e-mail spam).
2. Any form of harassment via e-mail, telephone or paging, whether through language, frequency, or size of messages.
3. Unauthorized use, or forging, of e-mail header information.
4. Solicitation of e-mail for any other e-mail address, other than that of the poster’s account, with the intent to harass or to collect replies.
5. Creating or forwarding “chain letters”, “Ponzi” or other “pyramid” schemes of any type.
6. Use of unsolicited e-mail originating from within SBCSS’s networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by SBCSS or connected via SBCSS’s network.
7. Circumventing the SBCSS e-mail solution to send work related emails.
8. Posting the same or similar non-business-related messages to large numbers of users.

Confidential Information (Employee Must Also Sign the Employee or Teacher Intellectual Property and Confidentiality Agreement) Attachments A & B

1. Employees shall not, during or after the terms of his/her employment, disclose or cause to be disclosed to any third party any information designated as confidential without the prior written permission of SBCSS. Teachers will not enter into User Agreements that violate AB1584/Ed Code 49073.1 compliance relating to confidentiality of student records.
2. All information system components, designs, processes, programs, techniques, and product materials; produced by an employee during the term of his/her employment on behalf of SBCSS clients, shall be the sole property of the SBCSS unless the employee is a teacher and per the conditions defined in the Teacher Intellectual Property and Confidentiality Agreement (Attachment B).
3. On termination of employment, the Employee shall return all material created or maintained as an employee to SBCSS and as defined in Attachments A & B.

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Social Media

SBCSS recognizes the importance of social media as an effective communication method to inform the public about issues impacting public education and services provided by SBCSS. SBCSS uses social media to more effectively communicate with students, parents/guardians, staff and community members, and supports the use of social media platforms to help shape conversations, build community collaborations, promote learning and professional development and create awareness. SBCSS is committed to supporting responsible use of the Internet and social media as a tool for sharing of information and resources, and building knowledge.

For the purpose of this policy, social media is defined as web-based or mobile forms of electronic communication through which users create online spaces for sharing information, ideas and content. All official SBCSS-related communication through social media platforms shall comply with established SBCSS Policies and Procedures for Social Media.

Official SBCSS social media platforms shall be used only for their stated purposes and in a manner consistent with this policy, and the mission and goals of SBCSS. In using social media, the Superintendent does not intend to create a limited public forum or otherwise guarantee an individual's right to free speech.

Authorization and Administration of Official SBCSS Social Media Platforms

The Superintendent or designee shall authorize the development of any official SBCSS social media platform and shall establish procedures and content guidelines for the administration and use of authorized SBCSS social media to ensure appropriate and responsible use in compliance with SBCSS policies and procedures, and all federal and state laws and regulations.

The Superintendent or designee shall ensure that the purpose of the official social media platforms is clearly communicated to users. Each site shall contain a statement that specifies the site's purposes along with a statement that users are expected to use the site only for those purposes, and are personally responsible for the content of their posts.

Privacy

The Superintendent or designee shall ensure that official SBCSS social media content and postings protect the privacy rights of students, parents/guardians, staff, board members, and other individuals.

SBCSS social media and networking sites and other online platforms shall not be used by employees to transmit confidential information about students, employees or SBCSS office operations.

The Superintendent or designees shall ensure that copyright laws are not violated in the use of material on official SBCSS social media platforms.

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Appropriate Use of Social Media

All official SBCSS-related communication through social media platforms should always be conducted in accordance with SBCSS policies and procedures. Official SBCSS social media platforms may not contain content that is obscene, libelous or discriminatory. Staff or students who post prohibited content shall be subject to discipline in accordance with SBCSS policies and procedures.

Users of official SBCSS social media platforms should be aware of the public nature and accessibility of social media and that information posted may be considered a public record subject to disclosure under the Public Records Act and federal disclosure laws. Further, users and administrators of official SBCSS social media platforms must provide usernames and passwords to SBCSS officials, so that such social media platforms may be monitored and modified by SBCSS as appropriate. Users acknowledge that they do not have an expectation of privacy in any content posted on social media sites in their capacity as an SBCSS employee and employees agree to use best practices and common sense when posting on social media sites.

SBCSS recommends that SBCSS employees:

- Refrain from online interactions with students on social networking sites outside of a district approved official social media platform used only for classroom and/or professional purposes.
- Refrain from making social networking profiles and personal blogs linked to students' online profiles.
- Use appropriate discretion when using social networks for personal communications and should limit this activity to off-duty hours and the use of their own electronic communication devices.
- Should use only SBCSS-provided forms of communication to interact with students and parents, including email and social media.
- Texting to a student should be a group text and/or include the parent of the student on the text message chain.

SBCSS social media site articles and comments containing any of the following forms of content shall not be permitted:

1. Impermissible comments in support of or opposition to political campaigns or ballot measures;
2. Profane language or content;
3. Content that promotes, fosters, or perpetuates discrimination or harassment on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
4. Sexual content or links to sexual content;
5. Solicitations of commerce;
6. Conduct or encouragement of illegal activity;
7. Information that may compromise the safety, confidentiality or security of District employees or students,

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the public or public systems; or

8. Content that violates a legal ownership interest of any other party.

These guidelines must be displayed to users or made available by hyperlink. Any content removed based on these guidelines must be retained, including the time, date and identity of the poster when available.

SBCSS reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law.

Procedure 4012.1 Social Media

The Superintendent or designee shall ensure that official social media platforms provide current and accurate information regarding SBCSS programs, activities and operations consistent with the organization's mission and in compliance with SBCSS policies and procedures.

Due to the nature of social media platforms, these procedures do not attempt to name every current and/or emerging social media platform. For the purpose of this procedure, social media includes web-based or mobile forms of electronic communication through which users create online spaces for sharing information, ideas and content including, but not limited to Facebook, Twitter, YouTube, LinkedIn, MySpace and other social networking sites.

Authorization and Administration of Official SBCSS Social Media Platforms

The Superintendent or designee shall authorize the development of all official SBCSS social media platform. The SBCSS Communications Office will maintain a list of social media sites authorized by the Superintendent or designee for use by organizational departments and designated employee "Content Publishers" approved to post content.

Employee Content Publishers are expected to know and follow SBCSS social media policies and procedures, and are responsible for monitoring and maintaining official organizational presence on social media platforms to ensure:

1. Content is current and accurate, and refreshed on a weekly basis;
2. All postings and comments by users are monitored and responded to on a regular basis;
3. Content is consistent with the organization's mission and goals, and meets guidelines for posting as defined in this policy; and
4. All inappropriate posts as defined in this policy may be evaluated for potential removal.

Content Guidelines

The most appropriate organizational use of social media includes:

1. Disseminating time-sensitive information as quickly as possible, such as school closure, or emergency information;
2. Broadcasting announcements about the organization's programs, services and activities;
3. Delivering messages from the Superintendent on key issues impacting public education;
4. Raising awareness with youth, parents and families on programs, activities and resources in support of education; and
5. Creating communities for professional development and dialogue with educators and partners.

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The role of the employee Content Publisher is to add value, and provide timely, worthwhile information and perspective. Content Publishers are responsible for the content they publish on social media sites. Content Publishers should be mindful that what is published may be archived and available for public search and scrutiny.

Employee Content Publishers will adhere to the following guidelines when posting on social media platforms:

1. When discussing the organization or SBCSS-related matters, employee Content Publishers will identify themselves by name and position with the office.
2. Content Publishers should provide knowledgeable information in the area of expertise and offer unique, meaningful perspectives.
3. When engaging in discussions that offer a variety of perspectives and differing opinions, postings shall remain appropriate and courteous.
4. Content Publishers are to speak respectfully about SBCSS and current or potential employees and partners. Postings are to be civil and not include postings that will reflect negatively on the organization's reputation. Postings are to be respectful, uphold the rights of all individuals and not include: ethnic slurs, name-calling, personal insults, obscenity, or any conduct that would not be acceptable in the workplace. Any posting should show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory.
5. Content does not violate copyright or intellectual property laws, and the employee Content Publisher has secured the expressed consent of all involved parties for the right to distribute or publish recordings, photos, images, video, text, slideshow presentations, artwork, or any other material(s) posted.
6. Content or postings do not include advertising for third party events or activities.
7. Content Publishers will respect the privacy rights of students, staff, parents/guardians, board members, and other individuals, including student information and employee phone numbers and home addresses as required by policy and state and federal laws.
8. The postings of photographs, video and other personally identifiable images and names of minor students require parent/guardian written consent.
9. Content Publishers should remember that they could be held individually legally liable for online postings. Employees can be disciplined by the organization for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.
10. Postings should not include unsubstantiated claims, speculations or personal opinions.
11. If an error is made, the information should be corrected as soon as possible. Any changes to a previous post or information should be indicated.
12. Only those authorized by the Superintendent may use SBCSS brand marks or logos in social media site postings. The organizational logo, department logos, or program logos should not be used in personal blogs or postings.
13. Content Publishers should be aware of their association with SBCSS in online social networks. When identified as an employee, Content Publishers should ensure the profile and related content is consistent with organizational policies.
14. Content Publishers should be mindful of not blurring their professional and personal lives when administering SBCSS social networking sites.

The Superintendent or designee shall ensure that official social media platforms are regularly monitored. Authorized staff responsible for monitoring content may remove posts based on viewpoint-neutral considerations, such as lack of relation to the site's purpose or violation of policies, procedures or social media content guidelines.

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Each official SBCSS social media platform shall prominently display:

1. The purpose of the site along with a statement that users are expected to use the site only for those intended purposes.
2. Information on how to use the security settings of the social media platform.
3. A statement that the site is regularly monitored and that any inappropriate post may be removed. Inappropriate posts include those that:
 - a. Are obscene, libelous, or so incite students as to create a clear and present danger of the commission of unlawful acts on school premises, violation of school rules, or substantial disruption of a school's orderly operation;
 - b. Are not related to the stated purpose of the site, including, but not limited to, comments of a commercial nature, political activity, and comments that constitute discrimination or harassment.
4. Protocols for users, including expectations that users will communicate in a respectful, courteous and professional manner.
5. A statement that users are personally responsible for the content of their posts and that SBCSS is not responsible for the content of external online platforms.
6. A statement that the posting of copyrighted material requires permission from the copyright owner.
7. A disclaimer that due to the nature of social media, the views and comments expressed on the site are those of users and do not necessarily reflect the views of SBCSS.
8. A disclaimer that any user's reference to a specific commercial product or service does not imply endorsement or recommendation of that product or service by SBCSS.
9. The individual(s) to contact regarding violation of SBCSS guidelines on the use of official social media platforms.

Employee Professional Conduct on Social Media Platforms

Social media platforms allow employees to engage in conversations in widely accessible social media environments, which can be transmitted, recorded, archived or otherwise retained even after a user deletes the submission.

The following guidelines apply to all SBCSS social media Content Publishers, and all employees who are identified with SBCSS or use their SBCSS e-mail address on social media platforms. These guidelines apply to private and password protected social media platforms as well as to open social media platforms. To the extent an SBCSS employee is engaging in personal social media use, employees are expected to comply with the following guidelines for professional conduct.

1. SBCSS employee personal social media sites should remain personal in nature and to share personal opinions and not be used to share work related information. Following this principle helps ensure a distinction between sharing personal and organizational views. If necessary, use a disclaimer such as: "The postings on this site are my own and don't reflect or represent the opinions of the SBCSS or the department for which I work." Employees must never use their organizational e-mail account or password in conjunction with a personal social networking site.
2. Executives and managers should take additional caution when posting to personal social networking sites. By virtue of their position, they must consider whether published personal content may be misunderstood as expressing an official organizational position.
3. Employees are encouraged to maintain language and behavior appropriate for the workplace in all personal social media interactions.
4. Employees shall maintain a professional relationship with all students, staff, parents/guardians, or community members via social media platforms and recognize that all interactions must meet the same high expectations held of professional and personal conduct.
5. Employees shall not post content that encourages illegal actions or inappropriate behavior including but not limited to the use of drugs or drug paraphernalia, membership in organized criminal organizations and display of pornographic or obscene images.

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- 6. Employees are responsible for reviewing these guidelines, which may be changed to address additional concerns in the future.
- 7. Employees violating these guidelines may be subject to disciplinary action up to and including termination.

Any violation of these guidelines should be reported.

Third-Party Electronic Media Hosting

Employees may use cloud computing technologies such as Google Docs, Office 365, Blackboard, or similar electronic platforms for posting educational related information for the classroom. In doing so, employees understand and agree that information is being posted on a third party platform and thus confidential and privileged information should not be disclosed. Further, employees agree that student work should be posted in such a way so as not to compromise student confidential information, including but not limited to information protected under the Family Educational Rights and Privacy Act - FERPA.

By signing below, I acknowledge that I have read and understand the above policies and procedures and agree to comply with such policies and procedures. I understand that failure to comply with these policies and procedures may subject me to discipline, up to and including termination.

Please read this document carefully. Your signature is requested in order to provide you with this access.

Employee Signature

Date

Failure to sign and return this policy does not alleviate any SBCSS Employee from the obligations to comply with all terms and conditions stated herein.

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Legal References:

cf. 5145.2 - Freedom of Speech/Expression

cf. 5131 - Conduct

cf. 4040 - Employee Use of Technology

cf. 4119.21/4219.21/4319.21 - Professional Standards

cf. 4218 - Dismissal/Suspension/Disciplinary Action

cf. 1340 - Access to District Records

cf. 9012 - Board Member Electronic Communications

cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information

cf. 5022 - Student and Family Privacy Rights

EDUCATION CODE

48907 Exercise of free expression; rules and regulations

GOVERNMENT CODE

6250-6270 Public Records Act

6254.21 Publishing addresses and phone numbers of officials

UNITED STATES CODE, TITLE 17

101-1101 Federal copyright law

UNITED STATES CODE, TITLE 20

1232 Federal Family Educational Rights and Privacy Act

UNITED STATES CODE, TITLE 29

794 Section 503 of the Rehabilitation Act of 1973; accessibility to federal web sites

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

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**EMPLOYEE CONFIDENTIALITY AND
INTELLECTUAL PROPERTY OWNERSHIP AGREEMENT
(FOR EMPLOYEES WHO ARE NOT EMPLOYED AS TEACHERS)**

In consideration of my employment or the continuation of my employment, it being understood that this Agreement does not itself give me rights to employment or continued employment, by SBCSS, (hereinafter "Employer"), I agree as follows:

I. INVENTIONS

A. Disclosure of Inventions

I acknowledge and agree that I will be employed by the Employer in a position which could provide the opportunity for conceiving and/or reducing to practice inventions that are patentable subject matter under the laws of the United States (35 U.S.C. 101), hereinafter referred to as "Inventions." Accordingly, I agree to promptly disclose to the Employer, in writing, all such Inventions.

B. Employer Inventions

The assignment provisions in Paragraph C below shall apply only to "Employer Inventions" as defined herein. Employer Inventions shall mean any Invention that either:

1. relates, at the time of conception or reduction to practice of the Invention, to:
 - a) the Employer's business, projects or products, or to the manufacture or utilization thereof; or
 - b) the actual or demonstrably anticipated research or development of the Employer;
 or
2. results from any work performed directly or indirectly by me for the Employer;
- or
3. results, at least in part, from the use of the Employer's time, materials, facilities or trade secret information.

IF THIS AGREEMENT IS GOVERNED BY CALIFORNIA LAW, PARAGRAPH C DOES NOT APPLY TO ANY INVENTION WHICH QUALIFIES FULLY UNDER THE PROVISIONS OF CALIFORNIA LABOR CODE SECTION 2870, INCLUDING ANY IDEA OR INVENTION WHICH IS DEVELOPED ENTIRELY ON MY OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES OR TRADE SECRET INFORMATION, AND WHICH IS NOT RELATED TO THE EMPLOYER'S BUSINESS (ACTUAL OR DEMONSTRABLY ANTICIPATED), AND WHICH DOES NOT RESULT FROM WORK PERFORMED FOR THE EMPLOYER.

C. Assignment of Employer Inventions

I hereby assign, and agree to assign, to the Employer all my right, title and interest in and to all Employer Inventions. Inventions based on or derived from the Employer's information obtained during my employment which are conceived or reduced to practice by me within one year following my termination of employment are Employer Inventions.

II. TRADE SECRETS AND CONFIDENTIAL INFORMATION

A. Confidentiality of Employer Information

I agree to regard and preserve as confidential all information obtained by me relating or pertaining to the Employer's business, projects, products, customers, trade secrets, confidential information (including business and financial information), and any computer programs and software or unpublished know-how, whether patented or unpatented, and to all of my activities for or on behalf of the Employer, and not to publish or disclose any part of such information to others or use the same for my own purposes or the purposes of others, during the term of this employment or thereafter ("Employer Confidential Information"). Any information of the Employer which is not readily available to the public shall be considered by me to be confidential information and therefore within the scope of this Agreement, unless the Employer advises me otherwise in writing.

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**EMPLOYEE CONFIDENTIALITY AND
INTELLECTUAL PROPERTY OWNERSHIP AGREEMENT
(FOR EMPLOYEES WHO ARE NOT EMPLOYED AS TEACHERS)**

- B. Prevention of Unauthorized Release of Employer Confidential Information
I agree to promptly advise the Employer of any knowledge which I may have of any unauthorized release or use of any Employer confidential information, and shall take reasonable measures to prevent unauthorized persons or entities from having access to, obtaining or being furnished with any Employer Confidential Information.
- C. Confidential Information of Third Parties
I agree to preserve as confidential the confidential information of any third party to which I may have access and to treat such information as though it were Employer Confidential Information. I further agree not to disclose to the Employer and not to use in any way in connection with my employment therewith any confidential information or trade secrets of any kind, or any embodiments thereof, of any previous employer or other third party. Specifically, and without limitation, I agree to use only my general knowledge, experience, and skill in connection with my employment with the Employer and acknowledge that this is the purpose for which I have been hired by the Employer. I hereby represent to Employer that: (i) except as disclosed to Employer in writing on or before the date of this Agreement, I am not a party to any agreement or understanding, written or oral, which may restrict me in any manner from engaging in any activities which Employer may be required or expected to perform, and (ii) I have returned or destroyed any papers in my possession, which contained a former employer's or other third party's confidential information.
- D. Termination of Employment
I agree that, upon termination of my employment with the Employer (voluntary or otherwise), I will not take with me and otherwise will return to the Employer any and all things belonging to the Employer, including, without limitation, all documents, records, notebooks and tangible articles containing or embodying confidential information, on any media or in any form, including copies thereof, then in my possession or control, whether prepared by me or others. I recognize that the unauthorized taking of any of the Employer's trade secrets is a crime under section 499(c) of the California Penal Code, and is punishable by imprisonment in a state prison or in a county jail for a time not exceeding one year, or by a fine not exceeding ten thousand dollars (\$10,000), or by both such fine and such imprisonment. I further recognize that such unauthorized taking of the Employer's trade secrets may also result in civil liability under California Civil Code Section 3426, et seq., and that a willful taking may result in an award against me for the Employer's attorney's fees and triple the amount of the Employer's damages.
- E. Exit Interview
In consideration of my employment with the Employer, I agree that, upon termination of my employment with the Employer (voluntary or otherwise), I will attend an exit interview and execute a Termination Certificate in a form substantially the same as that attached hereto as "Exhibit A."

III. COPYRIGHTS

I agree that all right, title and interest in any and all copyrights, copyright registrations and copyrightable subject matter which occur as a result of my employment with the Employer, including but not limited to any and all computer software and related documentation, shall be the sole and exclusive property of the Employer, and agree that such works comprise works made for hire. I hereby assign, and agree to assign, all right, title and interest in any and all copyrights, copyright registrations and copyrightable subject matter, including but not limited to any and all computer software and related documentation, which occur as a result of my employment with the Employer. I hereby irrevocably appoint the Employer as my attorney-in-fact for the purpose of executing any and all documents and performing any and all other acts necessary to give effect and legality to the provisions of this paragraph and paragraph I(C) above.

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**EMPLOYEE CONFIDENTIALITY AND
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(FOR EMPLOYEES WHO ARE NOT EMPLOYED AS TEACHERS)**

IV. GENERAL PROVISIONS

- A. If any portion of this Agreement is found to be void or unenforceable, it shall be severed herefrom, leaving in force the remainder of this Agreement, and such remaining portions shall be modified so as to be enforceable to the fullest extent allowed by law.
- B. This Agreement will be binding upon my heirs, assigns, executors, administrators or other legal representatives. This Agreement, and any of my rights or obligations hereunder, are not assignable, in whole or in part, by me, and any such attempted assignment shall be null and void. This Agreement is freely assignable by Employer.
- C. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless contained in a single written agreement signed by both myself and the Employer. No delay or failure to act, and no course of conduct or manner of dealing between the parties shall constitute a waiver of any term or provision of this Agreement.
- D. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of laws provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the courts of California, and I hereby expressly agree that jurisdiction and venue are proper in said courts.
- E. Nothing in this Agreement shall limit the remedies available to the Employer. Specifically, and without limitation, wherever I have agreed to execute assignment or other documents for the benefit of the Employer, I hereby irrevocably appoint the Employer as my attorney-in-fact for the limited purpose of executing any and all such documents and performing any and all other acts necessary to give effect and legality to the provisions of this Agreement. I acknowledge that there will be no adequate remedy at law for my failure to comply with the terms of this Agreement and that Employer shall have the right to have any breach of this Agreement remedied by equitable relief (e.g., temporary restraining order, preliminary injunction, permanent injunction, specific performance, etc.) without posting any bond or surety, and such other alternative relief as may be appropriate.
- F. Wherever necessary to carry out the intent of the parties, certain provisions of this Agreement, including without limitation, paragraphs I(A), (C),; II; and III, shall survive the termination of my employment with the Employer and shall continue in full force and effect.
- G. I acknowledge that this Agreement is in consideration of my employment with the Employer, whether executed before, at, or following my initial employment therewith. I further acknowledge that this Agreement does not create any obligation for my continued employment by the Employer.
- H. In connection with this Agreement, I agree to comply with the intellectual property policies and guidelines of the Employer, whether or not written in an employee manual or handbook, and further acknowledge and agree that such policies and guidelines are subject to change by the Employer from time to time in its sole discretion. Specifically, without limiting the foregoing and without additional consideration, I agree to execute, upon reasonable request, any additional or substitute agreements relating to the protection of the Employer's intellectual property rights. I further agree that none of my rights and obligations hereunder shall be affected by any changes during the terms of my employment by the Employer in my title, duties or compensation.
- I. This Agreement, including Exhibit A, contains the entire understanding between myself and the Employer with respect to the subject matter hereof, and that it supercedes and cancels all previous agreements. There

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are no representations, warranties, promises or undertakings other than those contained in the provisions above.

This Agreement is executed by me at _____ in the State of California, this day of _____ 20____, and shall be effective no later than the earliest date on which my employment begins.

SBCSS HUMAN RESOURCES BRANCH

EMPLOYEE

(Please print)

(Please print)

(Signature)

(Signature)

(Date)

(Date)

Please read this document carefully. Your signature is requested in order to provide you with this access.

Failure to sign and return this agreement does not alleviate any SBCSS Employee from the obligations to comply with all terms and conditions stated herein.

**San Bernardino County Superintendent of Schools
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**EMPLOYEE CONFIDENTIALITY AND
INTELLECTUAL PROPERTY OWNERSHIP AGREEMENT
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**EXHIBIT A
TERMINATION CERTIFICATE**

This is to confirm that I have reviewed the Employee Confidentiality and Intellectual Property Ownership Agreement signed by me on (date) _____, 20____, and that I understand the terms of that Agreement and the continuing obligations I have under that Agreement. During the course of my employment with the SBCSS (the “Employer”), I may have created works and/or inventions as defined and acknowledged in Sections I, II and III of that Agreement and understand that the ownership of these works and/or inventions are as set forth therein.

In addition and during the course of my employment with Employer, I have had access to information regarded by the Employer as confidential (“Employer Confidential Information”) and will continue to maintain this information confidential in accordance with Section II of the Employee Confidentiality and Intellectual Property Ownership Agreement signed by me with the Employer.

I certify that I do not have in my possession or control, nor have I failed to return, any specifications, drawings, blueprints, reproductions, prototypes, sketches, notes, reports, proposals or copies thereof, in any medium or in any form, electronic or otherwise, or other documents or materials, tools, equipment or other property belonging to the Employer, including any documents, records, notebooks and similar repositories of confidential information, including copies thereof, in any medium or in any form, electronic or otherwise, whether prepared by me or others.

I further certify that I have complied with and will continue to comply with all of the terms of the Employee Confidentiality and Intellectual Property Ownership Agreement signed by me with the Employer, including the reporting of any inventions conceived or reduced to practice by me and covered by the Agreement. I further agree that in compliance with the Employee Confidentiality and Intellectual Property Ownership Agreement, I will preserve as confidential all proprietary technical and business information pertaining to the Employer. During the course of my employment with the Employer, I have become familiar with its procedures for protecting trade secrets and confidential information and agree that they are reasonable under the circumstances to maintain the secrecy of such information.

If requested by the Employer, I agree to notify my new employer as to the general nature or subject matter of the confidential and proprietary information to which I had access while employed by the Employer, and as to my obligations with respect to such information.

Executed by me at _____ in the State of California, this day of _____ 20____.

SBCSS HUMAN RESOURCES BRANCH

EMPLOYEE

(Please print)

(Please print)

(Signature)

(Signature)

(Date)

(Date)

Please read this document carefully. Your signature is requested in order to provide you with this access.

Failure to sign and return this agreement does not alleviate any SBCSS Employee from the obligations to comply with all terms and conditions stated herein.

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ELECTRONIC NETWORK AND INTERNET USE POLICY

**TEACHER CONFIDENTIALITY AND
INTELLECTUAL PROPERTY OWNERSHIP AGREEMENT**

In consideration of my employment or the continuation of my employment as a teacher, faculty member, instructor and/or educator (hereinafter “teacher”), it being understood that this Agreement does not itself give me rights to employment or continued employment, by SBCSS (hereinafter “Employer”), I agree as follows:

I. POLICY FOR TEACHER CREATED WORKS OF AUTHORSHIP

In accordance with long standing custom and academic tradition, the Employer, an educational institution, does not claim ownership in books, monographs, articles and other similar works created by teachers except where the work is (i) created with substantial use of Employer resources, financial support or non-teacher Employer personnel beyond the level of resources commonly provided to teachers; (ii) created or commissioned for use by the Employer; or (iii) created under the terms of a sponsored project where the project requires that the copyright be in the name of an entity other than the teacher.

II. COPYRIGHT OWNERSHIP AND ASSIGNMENT

Copyright Rights in Academic and Other Works of Authorship

In accordance with Employer’s policy relating to teacher created works, I retain ownership of the copyright rights in works of authorship that I create while pursuing the usual work of a teacher relating to teaching and research including articles, books, teaching materials and other similar works; provided however that I agree to assign and hereby do assign to Employer works (i) created with substantial use of Employer resources, financial support or non-teacher Employer personnel beyond the level of common resources ordinarily provided to teachers; (ii) created or commissioned for use by the Employer including but not limited to works created when, if ever, I am acting in an administrative capacity for Employer; (iii) created under the terms of a sponsored project where the terms of the sponsored project require that the Employer or another entity own the copyright rights; (iv) that are computer software and/or corresponding documentation; and (v) courses taught and courseware developed for teaching at Employer, however permission is given for copying and displaying such courses and courseware for non-commercial student use.

III. INVENTIONS

A. Disclosure of Inventions

I acknowledge and agree I will be employed by the Employer in a position which could provide the opportunity for conceiving and/or reducing to practice inventions that are patentable subject matter under the laws of the United States (35 U.S.C. 101), hereinafter referred to as “Inventions.” Accordingly, I agree to promptly disclose to the Employer, in writing, all such Inventions.

B. Employer Inventions

The assignment provisions in Paragraph C below shall apply only to “Employer Inventions” as defined herein. Employer Inventions shall mean any Invention that either:

1. relates, at the time of conception or reduction to practice of the Invention, to:
 - a) the Employer’s business, projects or products, or to the manufacture or utilization thereof; or
 - b) the actual or demonstrably anticipated research or development of the Employer;

or
2. results from any work performed directly or indirectly by me for the Employer;

or

3. results at least in part, from the use of the Employer’s time, materials, facilities or trade secret information.

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ELECTRONIC NETWORK AND INTERNET USE POLICY

**TEACHER CONFIDENTIALITY AND
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IF THIS AGREEMENT IS GOVERNED BY CALIFORNIA LAW, PARAGRAPH III.C DOES NOT APPLY TO ANY INVENTION WHICH QUALIFIES FULLY UNDER THE PROVISIONS OF CALIFORNIA LABOR CODE SECTION 2870, INCLUDING ANY IDEA OR INVENTION WHICH IS DEVELOPED ENTIRELY ON MY OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES OR TRADE SECRET INFORMATION, AND WHICH IS NOT RELATED TO THE EMPLOYER'S BUSINESS OR THE ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, AND WHICH DOES NOT RESULT FROM WORK PERFORMED BY ME FOR THE EMPLOYER.

C. Assignment of Employer Inventions

I hereby assign and agree to assign, to the Employer all my right, title and interest in and to all Employer Inventions. Inventions based on or derived from the Employer's information which was obtained by me during my employment with the Employer which are conceived or reduced to practice by me within one year following my termination of employment with the Employer (voluntary or otherwise) are Employer Inventions.

IV. TRADE SECRETS AND CONFIDENTIAL INFORMATION

A. Confidentiality of Employer Information

Except for works of authorship created by and owned by me in accordance with section II. COPYRIGHT OWNERSHIP AND ASSIGNMENT, I agree to regard and preserve as confidential all information obtained by me relating or pertaining to the Employer's business, projects, products, customers, trade secrets, confidential information (including business and financial information), and any computer programs and software or unpublished know-how, whether patented or unpatented, and to all of my activities for or on behalf of the Employer, and not to publish or disclose any part of such information to others or use the same for my own purposes or the purposes of others, during the term of this employment or thereafter ("Employer Confidential Information").

B. Prevention of Unauthorized Release of Employer Confidential Information

I agree to promptly advise the Employer of any knowledge which I may have of any unauthorized release or use of any Employer Confidential Information, and shall take reasonable measures to prevent unauthorized persons or entities from having access to, obtaining or being furnished with any Employer Confidential Information.

C. Confidential Information of Third Parties

I agree to preserve as confidential the confidential information of any third party to which I may have access and to treat such information as though it were Employer Confidential Information. I further agree not to disclose to the Employer and not to use in any way in connection with my employment therewith any confidential information or trade secrets of any kind, or any embodiments thereof, of any previous employer or other third party. Specifically, and without limitation, I agree to use only my general knowledge, experience, and skill in connection with my employment with the Employer and acknowledge that this is the purpose for which I have been hired by the Employer. I hereby represent to Employer that: (i) except as disclosed to Employer in writing on or before the date of this Agreement, I am not a party to any agreement or understanding, written or oral, which may restrict me in any manner from engaging in any activities which Employer may be required or expected to perform, and (ii) I have returned or destroyed any papers in my possession, which contained a former employer's or other third party's confidential information.

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D. Termination of Employment

I agree that, upon termination of my employment with the Employer (voluntary or otherwise), I will not take with me and otherwise will return to the Employer any and all things belonging to the Employer, including, without limitation, all documents, records, notebooks and tangible articles containing or embodying confidential information, on any media or in any form, including copies thereof, then in my possession or control, whether prepared by me or others. I recognize that the unauthorized taking of any of the Employer's trade secrets is a crime under section 499(c) of the California Penal Code, and is punishable by imprisonment in a state prison or in a county jail for a time not exceeding one year, or by a fine not exceeding ten thousand dollars (\$10,000), or by both such fine and such imprisonment. I further recognize that such unauthorized taking of the Employer's trade secrets may also result in civil liability under California Civil Code Section 3426, et seq., and that a willful taking may result in an award against me for the Employer's attorney's fees and triple the amount of the Employer's damages.

E. Exit Interview

In consideration of my employment with the Employer, I agree that, upon termination of my employment with the Employer (voluntary or otherwise), I will attend an exit interview and execute a Termination Certificate in a form substantially the same as that attached hereto as "Exhibit A."

V. GENERAL PROVISIONS

- A. If any portion of this Agreement is found to be void or unenforceable, it shall be severed herefrom, leaving in force the remainder of this Agreement, and such remaining portions shall be modified so as to be enforceable to the fullest extent allowed by law.
- B. This Agreement will be binding upon my heirs, assigns, executors, administrators or other legal representatives. This Agreement, and any of my rights or obligations hereunder, are not assignable, in whole or in part, by me, and any such attempted assignment shall be null and void. This Agreement is freely assignable by Employer.
- C. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless contained in a single written agreement signed by both myself and the Employer. No delay or failure to act, and no course of conduct or manner of dealing between the parties shall constitute a waiver of any term or provision of this Agreement.
- D. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of laws provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the courts of California, and I hereby expressly agree that jurisdiction and venue are proper in said courts.
- E. Nothing in this Agreement shall limit the remedies available to the Employer. Specifically, and without limitation, wherever I have agreed to execute assignment or other documents for the benefit of the Employer, I hereby irrevocably appoint the Employer as my attorney-in-fact for the limited purpose of executing any and all such documents and performing any and all other acts necessary to give effect and legality to the provisions of this Agreement. I acknowledge that there will be no adequate remedy at law for my failure to comply with the terms of this Agreement and that Employer shall have the right to have any breach of this Agreement remedied by equitable relief (e.g., temporary restraining order, preliminary

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injunction, permanent injunction, specific performance, etc.) without posting any bond or surety, and such other alternative relief as may be appropriate.

- F. Wherever necessary to carry out the intent of the parties, certain provisions of this Agreement, including without limitation, paragraphs II; III(A), (C); and IV, shall survive the termination of my employment with the Employer and shall continue in full force and effect.
- G. I acknowledge that this Agreement is in consideration of my employment with the Employer, whether executed before, at, or following my initial employment therewith. I further acknowledge that this Agreement does not create any obligation for my continued employment by the Employer.
- H. In connection with this Agreement, I agree to comply with the intellectual property policies and guidelines of the Employer, whether or not written in an employee manual or handbook, and further acknowledge and agree that such policies and guidelines are subject to change by the Employer from time to time in its sole discretion. Specifically, without limiting the foregoing and without additional consideration, I agree to execute, upon reasonable request, any additional or substitute agreements relating to the protection of the Employer’s intellectual property rights. I further agree that none of my rights and obligations hereunder shall be affected by any changes during the terms of my employment by the Employer in my title, duties or compensation.
- I. This Agreement, including Exhibit A, contains the entire understanding between myself and the Employer with respect to the subject matter hereof, and that it supercedes and cancels all previous agreements. There are no representations, warranties, promises or undertakings other than those contained in the provisions above.

This Agreement is executed by me at _____ in the State of California, this day of _____ 20 __, and shall be effective no later than the earliest date on which my employment begins.

SBCSS HUMAN RESOURCES BRANCH

TEACHER

(Please print)

(Please print)

(Signature)

(Signature)

(Date)

(Date)

Please read this document carefully. Your signature is requested in order to provide you with this access.

Failure to sign and return this agreement does not alleviate any SBCSS Employee from the obligations to comply with all terms and conditions stated herein.

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ELECTRONIC NETWORK AND INTERNET USE POLICY

TEACHER CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP AGREEMENT

EXHIBIT A
TERMINATION CERTIFICATE

This is to confirm that I have reviewed the Teacher Confidentiality and Intellectual Property Ownership Agreement signed by me on (date) _____, 20__, and that I understand the terms of that Agreement and the continuing obligations I have under that Agreement.

In addition and during the course of my employment with Employer, I have had access to district owned information regarded by the Employer as confidential ("Employer Confidential Information") and will continue to maintain this information confidential in accordance with Section IV of the Teacher Confidentiality and Intellectual Property Ownership Agreement signed by me with the Employer.

I certify that I do not have in my possession or control, nor have I failed to return, any specifications, drawings, blueprints, reproductions, prototypes, sketches, notes, reports, proposals or copies thereof, in any medium or in any form, electronic or otherwise, or other documents or materials, tools, equipment or other property belonging to the Employer, including any documents, records, notebooks and similar repositories of confidential information, including copies thereof, in any medium or in any form, electronic or otherwise, whether prepared by me or others.

I further certify that I have complied with and will continue to comply with all of the terms of the Teacher Confidentiality and Intellectual Property Ownership Agreement signed by me with the Employer, including the reporting of any inventions conceived or reduced to practice by me and covered by the Agreement. I further agree that in compliance with the Teacher Confidentiality and Intellectual Property Ownership Agreement, I will preserve as confidential all proprietary technical and business information pertaining to the Employer.

If requested by the Employer, I agree to notify my new employer as to the general nature or subject matter of the confidential and proprietary information to which I had access while employed by the Employer, and as to my obligations with respect to such information.

Executed by me at _____ in the State of California, this day of _____ 20__.

SBCSS HUMAN RESOURCES BRANCH

TEACHER

(Please print)

(Please print)

(Signature)

(Signature)

(Date)

(Date)

Please read this document carefully. Your signature is requested in order to provide you with this access.

Failure to sign and return this agreement does not alleviate any SBCSS Employee from the obligations to comply with all terms and conditions stated herein.