

EMPLOYEE TECHNOLOGY EQUIPMENT USER AGREEMENT

This Employee Technology Equipment User Agreement (“Agreement”) is between **X** _____, (“Employee”), and Educational Service Unit No. 8 (“ESU 8”), and is subject to the terms and conditions below.

1. **OWNERSHIP.** ESU 8 holds the rights to possess and transfer custody of the Technology Equipment and its installed software during the Term of this Agreement to the Employee.
2. **CUSTODY.** The Employee is a licensee with rights to use ESU 8’s Technology Equipment during the term of this Agreement subject to all other terms and conditions stated herein. The Employee is responsible for the security, care, custody, and control of the Technology Equipment at all times. The Employee shall not allow unknown or unauthorized individuals to use or access the Technology Equipment. The Employee is responsible for the actions of others while in possession of the Technology Equipment. The Employee will not allow any other person to access his or her network Employee account or password.
3. **TERM.** The Term of this Agreement shall begin at the hiring of each new employee and end with the termination or release of each employee.
4. **ACCEPTABLE USES.** The Technology Equipment is provided to the Employee for use both on and off school grounds for school-related business. All use of the technology equipment, including Internet and e-mail use must be consistent with this purpose. Acceptable use includes:
 - A. Internet research and other use for instructional purposes;
 - B. E-mail communication with fellow educators, ESU 8 employees, students, parents, and patrons; and
 - C. Use of electronic resources in the classroom.
5. **PRIVACY.** The Technology Equipment is the property of ESU 8. The Employee has no expectation of privacy with respect to his or her use of the Technology Equipment. ESU 8 reserves the right to access, monitor, and review Employee’s use of the Technology Equipment with or without notice or consent. This right extends to the Technology Equipment and any hardware, software, files (current or deleted), portable media, portable storage devices, mobile devices, Internet, e-mail, or any other device or media used with the Technology Equipment.
6. **PERSONAL USE.** Incidental personal use of the Technology Equipment is authorized provided that such use does not interfere with performance of the Employee’s duties and does not otherwise violate any other provision of this Agreement.
7. **SOFTWARE.** District standard software has been installed on the Technology Equipment, which may not be duplicated, transferred, or downloaded to any other system or media. Additional legally licensed software shall be installed only with ESU 8’s permission.
8. **HARDWARE.** The Employee shall not add or remove any hardware from the Technology Equipment without the authorization of ESU 8.
9. **DATA BACKUP.** The Employee shall backup all data on the Technology Equipment on an **as needed** basis. Backups shall be retained as long as directed by ESU 8.
10. **CONFIDENTIAL INFORMATION.** The Employee shall be responsible for maintaining any confidential information on the Technology Equipment including, but not limited to, student and personnel records. The Employee shall not disclose any confidential information except as allowed by law or ESU 8 policy.

11. GUIDELINES FOR PROPER CARE.

- A. Keep food, drink, and other harmful materials away from the Technology Equipment;
- B. Do not leave the Technology Equipment exposed to direct sunlight;
- C. Do not drop the Technology Equipment or allow it to fall;
- D. Unplug the Technology Equipment during electrical storms;
- E. Give care appropriate for any electrical device;
- F. Perform regular preventative virus scans on all disks placed in the Technology Equipment;
- G. Do not attempt to repair a damaged or malfunctioning Technology Equipment;
- H. Do not attempt to upgrade the Technology Equipment or its software (*Difference between an upgrade and an update: A software update is usually free, provides bug fixes and minor software enhancements. A software upgrade is a purchase of a newer version of software.*);
- I. Do not allow children to play on the Technology Equipment;
- J. Do not leave the Technology Equipment unattended;
- K. Do not leave the Technology Equipment in any unlocked home, office, classroom or car;
- L. Use car trunk or other means to keep Technology Equipment out of plain view;
- M. Be aware that extreme hot or cold temperatures are harmful to the Technology Equipment;
- N. Do not leave the A/C adapter behind when moving the Technology Equipment;
- O. Use protective storage bags or carrying cases specifically designed for the Technology Equipment;
- P. Routinely inspect the Technology Equipment for damage;
- Q. Maintain appropriate virus and firewall protection.

Technology Equipment guidelines and proper care procedures will be presented to all Employees at the Annual Fall Pre-Opening Employee Meeting.

- 12. SANCTIONS FOR VIOLATIONS.** Employees who violate this Agreement will be subject to discipline, up to and including discharge in accordance with ESU 8 policy. ESU 8 does not consider conduct in violation of ESU 8 policy to be within the course and scope of employment or the direct consequence of the discharge of Employee's duties. Accordingly, to the extent permitted by law, ESU 8 reserves the right not to provide a defense or pay damages assessed against Employee for conduct in violation of this Agreement or ESU 8 policy. Further damages may be assessed against the Employee for damaged, lost, or stolen Technology Equipment.
- 13. CONFORMANCE WITH SERVICE UNIT POLICIES.** The Employee must comply with all provisions of ESU 8 policies including, but not limited to, any Internet or e-mail use policies, equipment policies, and copyright compliance policies.
- 14. MAINTENANCE AND REPAIR.** The Employee shall keep the Technology Equipment and all software in good working order and condition. Any necessary repairs that are not due to the Employee's negligence or intentional misuse shall be repaired by ESU 8.
- 15. STOLEN, MISSING OR DAMAGED TECHNOLOGY EQUIPMENT.** Any Technology Equipment, related equipment, or software that is discovered to be stolen, missing, or damaged must be reported immediately. If the theft, loss, or damage occurs off ESU 8 property, the report must be made to the nearest law enforcement agency if criminal activity is suspected. A copy of a police report and a written report of the relevant events from the Employee must be delivered to ESU 8 within 24 hours. If the theft, loss, or damage occurs on ESU 8 property, then the report must be made to the ESU 8 Administrator. The Employee should submit a written report of the relevant events as well as any relevant document to the ESU 8 Administrator. The Employee shall be financially responsible for any theft, loss, or damage determined by ESU 8 to be due to

the negligence or intentional act of the Employee. The Employee shall pay the cost of repair or replacement. Any amounts due may be deducted from the Employee's paycheck.

16. **TERMINATION.** ESU 8 may terminate this Agreement without notice and for any reason.
17. **ASSIGNMENT.** The Employee may not assign, sublease, or otherwise transfer any rights or obligations under this Agreement without the express written approval of ESU 8.
18. **ENTIRE AGREEMENT.** Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. Each party further agrees that this Agreement is the complete and exclusive statement of the Agreement between the parties. This Agreement may not be modified, unless in writing.
19. **GOVERNING LAW.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska.
20. **RETURN POLICY.** Upon expiration of the term of this Agreement, employment termination, resignation, or retirement, the Employee shall return the Technology Equipment, all related equipment, and all software to ESU 8. The responsible ESU 8 employee shall promptly check in all equipment. If the Employee does not turn in the Technology Equipment, all related equipment and all software as required, the fair market value of the unreturned item(s) shall be withheld and deducted from the Employee's paycheck until all equipment is returned.

I have reviewed the above-stated terms and agree to comply with the terms, including providing my consent to withhold any monies owed by me under this Agreement from my ESU 8 paycheck.

X _____
Employee Signature