

TECHNOLOGY EQUIPMENT LOAN AGREEMENT

For the Springdale Public School District

I. TERMS AND CONDITIONS

A. TITLE. The Springdale Public School District ("Owner" or "SPSD") holds the rights to possess and transfer custody of the computer equipment computer and its installed software during the Term of this Agreement to an employee of the SPSP or the User identified above.

B. CUSTODY. The above-identified User is a licensee with rights to utilize the SPSP's computer equipment during the term of this Agreement, contingent upon all other terms and conditions stated herein.

C. GENERAL CONDITIONS FOR USE

- 1) **ACCEPTABLE USES.** The SPSP's technical resources are provided for the benefit of the SPSP, its employees and its students. These resources are provided for use in the pursuit of SPSP-related business and are to be reviewed, monitored, and used only in that pursuit. Employees may be permitted to use the SPSP's technical resources for occasional, non-work purposes with permission from SPSP.
- 2) **UNACCEPTABLE USES.** The computer equipment must not be used as follows: (1) for personal gain or the advancement of individual views; (2) to express personal opinions on the intranet or internet; (3) to solicit any non-School business or activities; or (4) to play games during work hours. Further, a User must not send email or other communications that either mask personal identity or indicate that someone else sent it. The User may only access the libraries, files, data, programs, and directories that are School-related duties. Unauthorized review, duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems or programs, or other property of the SPSP, or improper use of information obtained by unauthorized means, is prohibited.

Sending, saving, or viewing offensive material is also strictly prohibited. Messages stored and/or transmitted by the computer equipment must not contain content that may reasonably be considered offensive to any SPSP employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would offend someone on the basis of his or her race, color, religion, sex, age, national origin or ancestry, physical or mental disability, veteran status, as well as any other category protected by federal, state, or local laws. Any use of the Internet/World Wide Web, intranet, or electronic bulletin board to harass or discriminate is unlawful and strictly prohibited by the SPSP.

D. GUIDELINES FOR PROPER CARE.

1. Do not eat or drink while using the computer equipment.
2. Do not leave the computer equipment exposed to direct sunlight.
3. Do not drop the computer equipment or allow it to fall.
4. Unplug the computer equipment during electrical storms.
5. Give care appropriate for any electrical device.
6. Perform regular preventative virus scans on all disks placed in the computer equipment.
7. Do not attempt to repair a damaged or malfunctioning computer equipment.
8. Do not attempt to upgrade the computer or software.
9. Do not allow children to play on the computer equipment.
10. Do not leave the computer equipment unattended.
11. Do not leave the computer equipment in any unlocked home, office, classroom or car.
12. Do not leave the A/C adapter behind when moving the computer equipment.

E. SANCTIONS FOR VIOLATIONS. Violators of the Conditions of Use will be subject to discipline, up to and including discharge in accordance with District Policy. SPSP does not consider conduct in violation of SPSP policy to be within the course and scope of employment or the direct consequence of the discharge of

one's duties. Accordingly, to the extent permitted by District Policy and law, the SPSD reserves the right not to provide a defense or pay damages assessed against Users for conduct in violation of this policy. Further damages may be assessed against the User for damaged, lost or stolen computer equipment.

F. CONFORMANCE WITH DISTRICT POLICIES. The User must comply with all provisions of the SPSD computer/internet Use Policy.

G. PRIVACY. The User has no right of privacy as to any information or file maintained in or on the SPSD's property or transmitted or stored on the SPSD's computer equipment. All Users must safeguard the SPSD's confidential information from disclosure, in compliance with District policy.

H. MODIFICATIONS AND UPGRADES. The computer equipment cannot be modified or upgraded by the User without the express written consent of the SPSD Computer Department.

I. MAINTENANCE AND REPAIR. The User shall keep the computer equipment and all software in good working order and condition. If repairs are necessary, the computer equipment and software shall be repaired by the SPSD Computer Department, or another entity designated and approved by the SPSD Computer Department. If the User is found to have been negligent for any damage to the equipment, that User will be assessed the repair or replacement fee of the equipment.

J. STOLEN, MISSING or DAMAGED COMPUTER EQUIPMENT. Any computer equipment, related equipment or software that is discovered to be stolen, missing or damaged must be reported IMMEDIATELY. If the theft, loss or damage occurred off SPSD property, then the report must be made to the nearest law enforcement agency if criminal activity is suspected. A copy of a police report must be delivered to the SPSD technology Department within 24 hours. If the theft, loss or damage occurred on SPSD property, then the report must be made to the SPSD Security Department and the SPSD Technology Department. If the User is found to have been negligent for the theft, loss or damage by the SPSD Security Department and/or the SPSD Technology Department that User will be assessed the repair or replacement fee of the equipment.

K. TERMINATION. The SPSD may terminate this Agreement without notice.

L. ASSIGNMENT. The User may not assign, sublease, or otherwise transfer any rights or obligations under this Agreement without the express written approval of the SPSD.

M. 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, and that this Agreement supercedes and merges all prior understandings or agreements. This Agreement may not be modified, unless in writing.

N. GOVERNING LAW. This Agreement is governed by and construed in accordance with the laws of the State of Arkansas. Any proceedings related to this Agreement shall be conducted in the Washington County Courts.

O. RETURN POLICY. Upon expiration of the term of this Agreement, the User shall return the computer, all related equipment and all software to the SPSD. The responsible supervisor shall promptly check in all equipment. A Technology Equipment Agreement Checklist must be completed for the SPSD to consider the equipment returned. If the User does not turn in the Computer equipment by the expiration date, the User's paycheck or any monies owed by the SPSD may be withheld until all equipment is returned. Any further computer equipment loan may be declined for the User until all equipment is properly checked out.

Computer equipment can be returned to the SPS Technology Department at any time during the summer.

472 E Meadow Ave
Springdale, AR 72764
(479) 750-8771

It is recommended to call first as summer hours may vary.