



**EMPLOYEE SUMMER TECHNOLOGY USE AGREEMENT**

**THIS AGREEMENT** is made and entered into on the day of reading by the staff member and among the Board of Education of Antioch Community Consolidated School District No. 34, Lake County, Illinois (hereinafter “Board” or “District”), and (hereinafter “Employee”), (collectively, “the Parties”).

**WITNESSETH:**

**WHEREAS**, the District has purchased laptop computers and iPads (“Device”) for use by its employees for District purposes; and

**WHEREAS**, there are District purposes for which Employee may require the use of a Device over the summer; and

**WHEREAS**, the District wishes to loan a Device to Employee to be used solely for District purposes during the summer.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The recitals set forth hereinabove are true and correct and are incorporated in this agreement by reference.
2. **TERM.** The District is granting a revocable license for use of the Device to Employee from the date of this Agreement until the start of the current school year.
3. **EQUIPMENT.** The District hereby grants to Employee a revocable license to utilize the following Device(s) for the term of this Agreement, in consideration of the promises herein:

The District retains the sole right of possession of the Device and all related equipment provided to Employee and may revoke this license at any time for any reason. Further, the District retains the right to collect and/or inspect the Device at any time and to alter, add, or delete installed files, software, or hardware.

4. **ACCEPTABLE USE.** Employee shall use the Device solely for District purposes and in accordance with the Guidelines for Responsible Use of Technology for Employees.

5. **CUSTOMIZATION OF EQUIPMENT.** The Employee is not permitted to modify the Device's settings (e.g. System Preferences/Accessibility Options) or otherwise alter the Device in any manner whatsoever. The Employee shall not install software on the assigned Device, unless it is approved by the District. The Board shall not be responsible for any data stored on the Device. The Employee shall bear the responsibility to ensure he/she backs up any data on the Device.
6. **DAMAGE OR LOSS OF EQUIPMENT.** Employee shall keep the Device in good repair. If the Device is lost or damaged during the term of this Agreement, the Employee agrees to pay the cost of replacement and/or repair of the Device.
7. **PRIVACY.** There is no expectation of privacy for any communication made using the Device or for any content stored on the Device. The District reserves the right to inspect the Device and its contents at any time and for any reason.
8. **RETURNING THE DEVICE.** If Employee's employment relationship with the District ends, Employee must return the Device to the District within 10 days of resignation or termination from the District. Employee shall return the Device in the same condition it was in when the Employee received the Device. General wear and tear is acceptable.
9. **BREACH OF AGREEMENT.** If Employee breaches any part of this Agreement, including, but not limited to, use of the Device for non-District purposes, or failing to return the Device, he/she may be subject to discipline by the District.
10. **INDEMNIFICATION FOR DEVICE-RELATED CLAIMS.** TO THE FULLEST EXTENT ALLOWED BY LAW, EMPLOYEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE BOARD OF EDUCATION OF ANTIOCH COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 34, AND ITS INDIVIDUAL BOARD MEMBERS, EMPLOYEES, AND AGENTS, FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, ATTORNEYS' FEES, AND THE LIKE RELATING TO, CONNECTED WITH, OR ARISING FROM THE USE OF THE DEVICE OR ANY BREACH OF THIS AGREEMENT.
11. **WAIVER.** The failure of the District to demand strict compliance with the terms and conditions of this agreement on any one occasion shall not prevent it from demanding strict compliance on any future occasion.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Technology Use Agreement to be executed.