

MORONGO UNIFIED SCHOOL DISTRICT

Employee Portable Devices Assignment and Usage Agreement

Updated August 2018



Employee Portable Devices Assignment and Usage Agreement

This policy applies to all certificated and classified employees of Morongo Unified School District. It is intended to address the assignment, use, care and potential repair or replacement of Morongo Unified School District owned portable technology devices, including without limitation laptop computers, tablets, and/or other mobile devices, including peripheral data storage devices (hereinafter collectively referred to as “portable devices.”)

This policy and agreement applies to use of the portable technology devices in the classroom or other instructional locations, as well as the employee’s work environment and which may be transported to remote locations for business or educational purposes.

Portable devices provide mobility for end users which offer many advantages business and educational purposes. One such advantage is the ability to move the devices easily around the classroom, educational or conference facility, or worksite. and to be able to take the portable devices home to complete work, or to transport them to other locations where Morongo Unified School District business will be conducted, such as conferences, meetings or other sites. Removal of the devices from Morongo Unified School District premises may involve transportation on foot, by personal automobile or commercial passenger vehicle (such as a van, taxi or ride-share), public transportation, including bus, train, or airplane. It may also involve, use and storage of the device in remote locations for extended periods of time outside the normal workday, work week, and away from the Morongo Unified School District worksite.

As part of the assignment of your portable devices, please understand the terms of use as outlined in this document. Each user who is assigned a device or other portable device must have a signed copy of the *Acceptable Use Policy* on file, as well as this *Employee Portable Devices Assignment and Usage Agreement*.

The terms of use are listed below:

1. The portable device is the property of the Morongo Unified School District and issued to employees solely for the purpose of conducting school or district educational activities and business. It is intended only for the use of the employee to whom it is assigned.
2. A portable device used by a classroom teacher is a desktop replacement, therefore **it must be at school during regularly scheduled work days** in order to receive administrative communications, upgrades to anti-virus and other software, to take daily attendance and other requirements of the student records management system, etc.
3. The portable device or other assigned portable devices may be taken to the employee’s regular place or residence, or to other remote locations after school hours and outside the regular work week by the employee. However, the employee is responsible, at all times, for the care, appropriate use, and security of the device.
4. Portable devices may be taken to any remote location during business hours, when necessary and appropriate to perform business or educational work on behalf of Morongo Unified School District. This includes transportation by walking, or in personal or district vehicle, other

appropriate public or commercial transportation, meeting or conference sites. However, the employee is responsible, at all times, for the care, appropriate use, and security of the portable device.

5. The employee is personally responsible at all times for the security of all electronic files, data, information, business or educational content on the device, including compliance with FERPA and state laws regarding the confidentiality and privacy of student records. The employee's access to the portable device may be suspended or revoked based on a determination of the circumstances under which confidential or private student records are disclosed.
6. The employee using any Morongo Unified School District portable device for business or educational purposes is personally responsible at all times for the security of all electronic files, data, information, business or educational materials sent, received, reviewed, generated or stored on the portable device for business purposes including transmissions by email and/or text messaging.
7. All portable devices issued to an employee should not be accessible to family members, friends, or other visitors to the employee's home or regularly used remote location. Likewise, in public or partially public locations (such as meetings, conference facilities, or shared transportation vehicles), the portable device should not be left unattended and/or accessible to any third party, unless under the specific personal supervision of the employee.
8. Appropriate password protocols should be used at all times, whether onsite at the school or district worksite or in a remote location. Employees must not share their password with any other person and are responsible for periodically changing the password to protect against accidental or deliberate intrusions.
9. The portable device should not be left in a personal vehicle overnight, or for an extended period of time, even when stored in a trunk or locked compartment.
10. Employees are responsible for the security and care of the portable device and all data stored on the device, and for any damage or theft that occurs while the device is being transported via airplane, train, van or personal/commercial vehicle.
11. Employees who transport the device to a conference or meeting in a public facility (hotel, conference center, arena, exhibit hall, etc.) are responsible for the security and condition of the portable device at all times and for any theft, damage, data loss or confidentiality breach resulting from unauthorized access by third-parties.
12. It is essential that the employee assigned a portable device or other portable device notify your site/department administrator immediately if the device is lost or stolen.
13. The portable device is configured to be used on the Morongo Unified School District network.
14. The portable device is issued to you for educational or business use in your current position. If you change positions, the portable device may be reassigned to other employees.

15. The portable device may need to be returned to the technology department from time to time to receive regular maintenance and upgrades. You will be notified when this becomes necessary, and are required to promptly comply with all such requests.
16. District and school policies regarding appropriate use, data protection, computer misuse, health and safety must be adhered to by all users of the computer. Morongo Unified School District may immediately revoke your authorization to use the portable device in remote locations, or to transport it anywhere outside of your regular work location for violation of these policies.
17. The employee's authorization to use the device in remote locations may be revoked for violation of these policies.
18. All portable devices come installed with District standard software, such as antivirus. *Other antivirus software should never be loaded.* Loading multiple virus programs will slow the device down or cause the device to not function properly.
19. Employees cannot load any unauthorized software or applications on the device. Employees are required to obtain express permission to install any necessary programs or applications when they serve a school or educational purpose.
20. Due to the number of portable devices the District's standard rule will apply when on-site servicing is required. If the IT staff working on the device cannot fix the device within a reasonable period of time the device will be reimaged back to its original state. If technical difficulties occur or illegal/nonstandard software is discovered, the device will be restored to the District standard configuration. The District does not accept responsibility for the loss of any software/data deleted due to re-formatting and re-imaging.
21. It is the responsibility of individual employees to be aware of additional software programs and files loaded onto their device. Employees are individually responsible for maintaining the integrity of software required for facilitating academic or business activities.
22. It is the responsibility of individual employees to assure that all data on the portable device is backed up and stored in a secure location. All employees are expected to backup all of their work onto the District designated network drive at least once each week and as an option using removable file storage, such as an encrypted thumb drive, which is stored in a secure location on the property of the District. More frequent backups may be necessary and the employee is responsible for following the District backup schedule and protocols and as otherwise directed.
23. *DO NOT* load or install District prohibited software, such as America Online (AOL), Compuserve, Gmail, or other personal email platforms or software at any time on the device as it will seriously damage your network settings. The employee's access to the portable device may be suspended or revoked based on a determination of the circumstances under which prohibited software is loaded or installed.
24. Employees assume all risk of injury or harm associated with the use of the portable device off-premises, including but not limited to, physical damage or loss, or personal injury, on the terms and conditions listed below.

Damage, Destruction or Theft Due to Gross Negligence, Willful Misconduct, or Dishonesty

Any employee who, through gross negligence or deliberate conduct causes damage, destruction, theft or loss to any District issued portable device will be personally liable for the damage, destruction or loss. In cases of gross negligence or deliberate destruction/theft, the employee will be financially responsible for the replacement of the portable device on the depreciation schedule listed below. District will seek payment from employee when a neutral, fact-finding investigation determines that the loss or destruction is due to the employee's gross negligence, willful misconduct, or dishonesty. Gross negligence is an extreme departure from the ordinary standard of conduct, as **an entire failure to exercise care, as the exercise of so slight a degree of care as to justify the belief that there was an indifference to the interest and welfare of others.**

Types of damage or costs for which replacement may be required: By signing this Acknowledgement and Agreement, the employee acknowledges understanding of this policy and knows they are fiscally responsible which will be enforced upon an investigation conclusion of gross negligence, willful misconduct or dishonesty, as defined below.

This section contains a general, non-inclusive identification of conduct or gross negligence that will result in financial responsibility for the replacement value of a District issued portable device. Determinations of whether the damage, destruction, theft, or loss constitutes gross negligence, willful misconduct or dishonesty will be determined on a case-by-case investigation and findings of fact.

A. Dishonest, Deliberate or Willful Acts (Financial responsibility and also subject to disciplinary action)

1. Theft of the portable device by the employee to whom it is assigned for personal gain;
2. Theft of the portable device by the employee to whom it is assigned and transfer to another non-District employee for personal profit or pleasure;
3. Deliberate damage or destruction by the employee to whom it is assigned, such as sabotage or deliberate downloading of malware;
4. Deliberate transfer of confidential data, files, materials, records, software under limited license, or other intellectual or business property of District without express authorization and regardless of personal or financial gain by the employee;
5. Deliberate vandalism, cyber attack, hack, or installation of malware by the employee personally or acting in concert with any other person, whether another employee or third party;
6. Any other act that is determined by a neutral, fact-finding investigation, to have been done deliberately, whether for personal gain, malicious intent, or dishonesty.

B. Gross Negligence (Financial responsibility and also subject to disciplinary action)

1. Theft of the portable device by a third party from an unsecure location (classroom, conference room, personal residence hotel, personal vehicle, public transportation, or other off-site location);
2. Loss of the portable device by taking the portable device to a public location and forgetting to retrieve it (leaving in an airport, taxi, ride sharing service, conference room, or other location beyond the employee's worksite or residence);
3. Damage or destruction due to grossly negligent conduct of the employee to whom it is assigned (e.g., accessing suspect websites, accessing pornographic material that contains malware, leaving the portable device in an area unprotected by inclement weather or other environmental hazards, etc.);
4. Damage due to malware from grossly negligent downloading of software or apps that contain, accessing unidentified links in email, social media posts, or other Internet sites;
5. Downloading or installing personal email platforms, such as America Online, Gmail, CompuServe, or other software or platforms that are prohibited for use on every District portable device.
6. Damage, destruction, or loss due to grossly negligent security of the portable device by leaving it in a location where third parties (family, friends, or other non-employees) may gain unauthorized access and use of the portable device;
7. Damage, destruction or loss due to leaving the portable device in a location where it is foreseeably at risk of theft, damage from spilled food or liquid, damage from weather (extreme temperature fluctuation, rain, wind, or other environmental exposure);
8. Any other act or omission that is determined by a neutral, fact-finding investigation, to have occurred due to the gross negligence of the employee, whether for personal gain, malicious intent, or dishonesty.

C. **Ordinary Negligence** (breach of duty of reasonable care, resulting in foreseeable loss or destruction – subject to possible discipline but not personal financial responsibility)

1. Damage that is sufficiently severe to require replacement, but due to simple negligence (dropping, accidental spilling liquid on keyboard despite reasonable precautions, leaving in an area of a residence where it can be spilled on or dropped by family members, etc.);
2. Damage or destruction due to fire or flood in the location the portable device is present – on school site or offsite;
3. Theft of a personal vehicle from a public parking lot, when the employee took every required security precaution to place the portable device out of sight and lock the vehicle;
4. Damage to the device or data loss from malware downloaded by accessing a link on email or a business site, in situations where the employee exercised reasonable precautions to ascertain the sender or sponsor of the link.

Morongo Unified School District
Employee Portable Devices Assignment and Usage
Acknowledgement and Agreement

Must be signed by employee/staff member in possession of any MUSD portable device

1. If theft of the device(s) occurs when the employee has removed it from the District worksite, the employee (or the employee insurance company) are responsible for its replacement.
2. A police report is required for the loss of any District equipment.
3. If damage to the device occurs when it is removed from District premises due to the employee's gross negligence, and that is not covered by warranty, the employee is responsible for the cost of having it repaired or replaced.
4. Devices should never be left at home or other private residence during work days and work hours. If the employee takes the device home, the employee must bring it back to the work site the next regular work day.
5. Portable devices should always be in a secured area when leaving them at any remote location (residence, vehicle, hotel room), and take all security precautions stated in the Employee Acceptable Use (AUP) Agreement.
6. Proper care must be taken with the device:
 - Do not leave the device in a hot car;
 - Do not leave the device outside with exposure to the weather;
 - Keep the employer device away from food and drink;
 - Follow other terms of use listed in the Acceptable Use Agreement.
7. Portable devices may only be used by employees. They may not be used by family members (children, spouse, etc.) or friends. They are for work related activities only.
8. Portable devices should always be password protected and confidential data, files, records, District or student materials should be secured and inaccessible to unauthorized individuals.
9. Employees must agree that any replacement or repair costs for a portable device that is incurred due to gross negligence, willful damage or dishonesty of the employee (as determined after a neutral fact-finding investigation), will be paid back to the District by an agreed upon payment plan (see depreciation schedule below).
 - Within 1 year of device purchase - 80% of the cost to replace
 - Within 2 years of device purchase - 70% of the cost to replace
 - Within 3 years of device purchase - 60% of the cost to replace
 - Within 4 years of device purchase - 50% of the cost to replace
 - Within 5 years or device purchase - 30% of the cost to replace
10. This Agreement must be signed and on file as a condition being issued a District portable device.

Please sign that you (the employee) have read and agree to the guidelines as stated above:

Name: _____

Signature: _____

Date: _____

Approved: _____

Date: _____

Items: Laptop Surface Pro iPad Carry Case Power Adapter

Other _____

MODEL # _____

SERIAL # _____

ASSET TAG # _____