

EDGEWOOD INDEPENDENT SCHOOL DISTRICT
5358 W. Commerce Street, San Antonio, Texas 78237

**Agreement for Assumption of Financial Responsibility
for Use of Electronic Equipment Off School Property
or Outside of a School-Sponsored Event**

This is an agreement between Edgewood Independent School District (“District”) and the person named below (“Employee”), allowing Employee to use District-owned Electronic Equipment off school property or outside of a school-sponsored event in exchange for Employee being financially responsible for the Electronic Equipment.

Definitions:

“Personal Business” means, except as otherwise permitted herein, transactions or matters of a noncommercial nature that occur off school property outside of the EDGENET SYSTEM that would not violate the District’s Acceptable Use Policy if the Electronic Equipment were being used in the EDGENET SYSTEM; except, however, online shopping shall not be prohibited for strictly personal use that is not for the purpose of running a business enterprise. Personal Business is not limited to instructional and administrative purposes as the use of Electronic Equipment would be on school property or at a school-sponsored event.

“Electronic Equipment” means electronic textbooks and technological equipment of every kind and character, limited, however, to the following equipment:

<i>Name of Equipment</i>	<i>Model Number</i>	<i>Amount of Financial Responsibility</i>

If Electronic Equipment is not listed in this agreement, Employee may not use such unlisted equipment for Personal Business off school property or outside of a school-sponsored event.

Acceptable Use Policy in Force: Except as otherwise noted in this agreement, District’s Acceptable Use Policy shall be applicable to off-school property use of Electronic Equipment and/or use of Electronic Equipment outside of a school-sponsored event, which policy is attached hereto and made a part of this agreement. For security and maintenance purposes, and to ensure compliance with District’s Acceptable Use Policy, District may audit all data in the Electronic Equipment at any time without notice.

For Personal Use Only: Employee may not lend out or otherwise permit third-party use of the Electronic Equipment, including, without limitation, family members and friends. Employee may not download or copy onto any other electronic equipment/device any District or third-party application or software product that the District installs in the Electronic Equipment; and Employee shall not attempt to change or copy same for any reason whatsoever.

No Right of Confidentiality:

NO RIGHT OR PRIVILEGE OF CONFIDENTIALITY BY EMPLOYEE SHALL EXIST IN EMPLOYEE’S USE OF THE ELECTRONIC EQUIPMENT, WHETHER ON OR OFF SCHOOL PROPERTY OR OUTSIDE OF A SCHOOL-SPONSORED EVENT. AT ALL TIMES, DISTRICT MAY REQUIRE EMPLOYEE TO IMMEDIATELY TURN IN FOR AUDIT, INSPECTION, MAINTENANCE AND/OR REPAIR ANY ELECTRONIC EQUIPMENT.

Prior to any audit, inspection, maintenance and/or repair of the Electronic Equipment by District, it shall be Employee’s responsibility to have deleted any acceptable off school property personal information placed on the Electronic Equipment that Employee wishes to remain confidential.

Permission to Use Electronic Equipment for Personal Business: Section 31.104 (e) of the Texas Education Code and Policy DG (Legal) permit District to enter into this written agreement with Employee whereby Employee assumes financial responsibility for electronic textbook or technological equipment usage off school property or outside of a school-sponsored event in consideration for the ability of Employee to use the electronic textbook or technological equipment for personal business. By signing this agreement, District agrees to permit use of the Electronic Equipment for Employee’s Personal business as described in this agreement, and Employee agrees to be financially responsible to the District for the amount of financial responsibility noted above for the Electronic Equipment usage off school property or outside of a school-sponsored event, when the Electronic Equipment is damaged, stolen or misplaced while off school property or outside of a school sponsored event or when Employee refuses to return the Electronic Equipment as required.

Insurance Recommended: **EMPLOYEE IS HEREBY ADVISED** to consider obtaining appropriate insurance on the Electronic Equipment.

Reports to Police and District: In the event that Electronic Equipment is stolen or the subject of mysterious disappearance, Employee shall immediately report the theft or disappearance to the San Antonio Police Department and to Employee’s supervisor. In the event that Electronic Equipment is damaged, misplaced or cannot be returned when required by Employee’s supervisor, Employee shall immediately notify Employee’s supervisor.

Default/Attorney’s Fees: Employee shall promptly return all Electronic Equipment as, when and if required by District, or Employee shall be in default of this agreement. If either party defaults in the performance of any of the terms, covenants, agreements or conditions contained in this agreement and, by reason of such default, later places in the hands of any attorney the enforcement of all or any part of this agreement or the prosecution of a claim for damages under the agreement, the prevailing party in the adjudication shall be entitled to recover its reasonable and necessary attorney’s fees in accordance with Section 271.159 of the Texas Local Government Code.

Not a Condition of Employment: Employee acknowledges that Employee is not required to enter into this agreement as a condition of employment.

THIS AGREEMENT is entered into by both parties on the date indicated below.

**EDGEWOOD INDEPENDENT
SCHOOL DISTRICT**

EMPLOYEE: _____
Print or Type Employee’s Name

By: _____
Superintendent of Schools

Employee’s Signature

Date of Agreement: _____

Employee’s ID Number: _____