

SEEM Employee Mobile Device User Agreement

MOBILE DEVICE SPECIFICATIONS

Make: _____ * **Model:** _____ * **Type:** _____
Serial No: _____ *
MAC Address: _____ (WiFi Devices Only)
Mobile/Cell: _____ (* Cellular Device Only)
MEID: _____ (Cellular Device Only)

* and X indicate required fields

This SEEM Employee Mobile Device User Agreement ("Agreement") is between X _____, ("Employee"), and SEEM Collaborative ("SEEM"), and is subject to the terms and conditions below.

1. **OWNERSHIP.** The above Mobile Device ("Device") is the *property of SEEM*. SEEM holds the rights to possess and transfer custody of the Device, related accessories and its installed software during the Term of this Agreement to the Employee.
2. **CUSTODY.** The Employee is a licensee with rights to use the Device 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 Device at all times. The Employee shall not allow unknown or unauthorized individuals to use or access the Device. The Employee is responsible for the actions of others while in possession of the Device. 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 X _____ ("Start Date").
4. **ACCEPTABLE USES.** The Device 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 the SEEM Acceptable Use Agreement as outlined in the SEEM Employee handbook *.

Acceptable use includes:

- a. Internet research and other use for instructional purposes;
 - b. E-mail communication with fellow educators, SEEM employees, students, parents, and patrons; and
 - c. Use of electronic resources in the classroom.
 - d. The SEEM Employee handbook and Acceptable Use Agreements are provided to all Employees with the initial employment forms by the SEEM Human Resource (HR) manager.
5. **PRIVACY.** The Device is the *property of SEEM*. The Employee has no expectation of privacy with respect to his or her use of the Device. SEEM reserves the right to access, monitor, and review Employee's use of the Device with or without notice or consent. This right extends to the Device and any hardware, software, files (current or deleted), portable media, portable storage devices, mobile devices, Internet, email, or any other device or media used with the Device.
 6. **PERSONAL USE.** Incidental personal use of the Device 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 or other SEEM policy.
 7. **SOFTWARE.** SEEM standard software has been installed on the Device, which may not be duplicated, transferred, or downloaded to any other system or media. Additional legally licensed software shall be installed only with SEEM's permission.
 8. **HARDWARE.** The Employee shall not add or remove any hardware from the Device without the authorization of SEEM.
 9. **DATA BACKUP.** The Employee shall make a reasonable effort to backup all Employee generated school-related data that is *isolated* to that specific Device. (Note: *Isolated data* is data that is not already being saved or stored onto SEEM network servers, home folders or other shared drives).
 - a. Such isolated data backups shall be done on an **as needed** basis. Such backups shall be retained as long as directed by SEEM or moved to the Server.
 10. **CONFIDENTIAL INFORMATION.** The Employee shall be responsible for maintaining any confidential information on the Device including, but not limited to, student and personnel records. The Employee shall not disclose any confidential information except as allowed by law or SEEM policy.
 11. **GUIDELINES FOR PROPER CARE.**

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- a. Do not leave the Device unattended in an unlocked home, office, classroom, car, or car trunk.
- b. Do not leave the Device exposed to direct sunlight;
- c. Be aware that extreme hot or cold temperatures are harmful to the Device;
- d. Do not drop the Device or allow it to fall;
- e. Do not allow students to use the Device while unsupervised
- f. Routinely inspect the Device for damage;
- g. Do not attempt to repair a damaged or malfunctioning Device unless directed by SEEM;
- h. Keep all food, drink, and other harmful materials away from the Device;
- i. *(Laptops only)* Do not attempt to **upgrade** the Device or its software unless directed or advised by SEEM.
*(Please note the difference between an **upgrade** and an **update**: A software **update** is typically provided free by the software vendor and provides bug fixes and/or minor software enhancements. A software **upgrade** is a purchase or software removal which requires a newer version of software)*
- j. *(Laptops only)* Maintain appropriate updates to anti-virus definitions, and firewall protection when not connected to the SEEM network for extended periods of time (e.g. vacation, school breaks, etc.)

12. **SANCTIONS FOR VIOLATIONS.** Employees who violate this Agreement will be subject to discipline, up to and including discharge in accordance with SEEM policy. SEEM does not consider conduct in violation of SEEM 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, SEEM reserves the right not to provide a defense or pay damages assessed against Employee for conduct in violation of this Agreement or SEEM policy. Further damages may be assessed against the Employee for damaged, lost, or stolen Device.
13. **CONFORMANCE WITH SEEM POLICIES.** The Employee must comply with all provisions of SEEM 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 Device 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 SEEM.
15. **STOLEN, MISSING OR DAMAGED TECHNOLOGY DEVICE.** Any Device, related equipment, or software that is discovered to be stolen, missing, or damaged must be reported immediately. If the theft, loss, or damage occurs on SEEM property, then the Employee should submit a written report electronically of the relevant events SEEM Technology Department. The Employee shall be financially responsible for any theft, loss, or damage determined by SEEM to be due to the negligence or intentional act of the Employee. The Employee shall pay the cost of any such repair or replacement.
16. **TERMINATION.** SEEM 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 SEEM.
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 Massachusetts.
20. **RETURN POLICY.** Upon expiration of the term of this Agreement, employment termination, resignation, or retirement, the Employee shall return the Device, all related equipment, accessories, and all software to SEEM. The responsible SEEM employee shall promptly turn in all equipment. If the Employee does not turn in the Device, 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.
21. 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 SEEM paycheck.

X

Employee Signature

X

____/____/____

Date (mm / dd / yyyy)

Date Returned: _____

Received by : _____
SEEM Signature