Omaha Public Schools  
District Technology User Agreement

All authorized Omaha Public Schools ("OPS" or "District") users ("Users") are required to sign this agreement prior to being given access to any OPS technological resources. User's signature on this document is legally binding.

Please print legibly.
Full Name  
Employee Number  
Position/Title

I, the undersigned User, agree to abide by the following provisions regarding the use of the District's computing or technology resources including, but not limited to hardware, software, networks, or other resources (individually and collectively referred to as "District Technology"): 

1. USER COMPLIANCE. The User shall comply with all applicable federal, state, or local laws, regulations, and statutes. The User agrees to comply with the District's policies, regulations, practices, and procedures, which may be amended from time-to-time. Any action by the User that is determined to constitute an inappropriate use of, inhibits the use of, or restricts use of District Technology is strictly prohibited. The User specifically agrees not to download, upload, display, or otherwise make available any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material; nor shall the User encourage the use of controlled substances. Commercial or political use of District Technology is strictly prohibited.

2. DISTRICT PROPERTY. All District Technology is made available for the User's job related duties and is the property of the District. The User has no expectation of privacy while using District Technology, and all such use is subject to monitoring and supervision. OPS may make District Technology available at its discretion.

3. SOFTWARE. The User is permitted to download, install, and use District approved software only in accordance with the District's policies, regulations, practices, and procedures. In addition, the User may download, install or use software determined by the District to be essential to the performance of the User's defined job duties. Downloading or installing any other software is strictly prohibited.

4. E-MAIL AND FILES. All electronic communications and mail ("e-mail") received or sent using District Technology are the property of OPS. Any e-mail sent using District Technology by the User reflects on the District. The User's e-mail should always exercise professional judgment and good business etiquette, including the use of personalized signature blocks. E-mail may be intercepted, read, deleted, or stored at the discretion of the District. The User is expected to remove all non-business messages and messages with attachments exceeding 1MB in a timely fashion. The network system administrator may set quotas for disk usage on the network for email or document storage. If the User exceeds his or her quota, the User will be required to delete files in order to return to compliance. The User may request that his or her disk quota be increased. The User's "H" drive storage folder in Active Directory will also be examined to determine if space allocation is being properly utilized for job-related purposes. The User may have his or her files removed by the network system administrator.

5. UPDATING MEMBER ACCOUNT INFORMATION. The User should provide updated identity information, including name changes, to Human Resources and the Help Desk or the Building Technology Support Technician so account credentials remain current in the District database.

6. PASSWORDS. The User may not allow any other person to use his or her account or password. The User is not to access District Technology using another User's account or password. The User should immediately change his or her password and notify the system administrator if his or her password is lost or stolen, or if the User has reason to believe that someone has obtained unauthorized access to the User's
account. User account passwords are required to be changed every 90 days and should be a minimum of eight (8) characters long; contain upper and lowercase letters and at least one (1) number. The User must report security problems to IMS. The User should not demonstrate the security problem to others.

7. **VANDALISM.** Vandalism is defined as any malicious attempt to harm or destroy: the data of another User, District Technology; or the technological resources of any entity accessible through District Technology. This includes, but is not limited to, the uploading or creation of computer viruses. Engaging in, or attempting any act of, Vandalism is strictly prohibited.

8. **CHARGES.** The District assumes no responsibility or liability for any costs or charges incurred by the User without written authorization while using District Technology including, but not limited to: fees, costs, long distance charges, per minute (unit) surcharges, equipment costs or access costs.

9. **DISCIPLINARY ACTION.** Failure to comply with this Agreement may result in disciplinary action or termination of the User. In addition, the District may suspend or terminate the User's account with or without cause and with or without prior notice to the User.

10. **DISCLAIMER OF WARRANTIES.** THE DISTRICT DOES NOT WARRANT THAT THE FUNCTIONS OR SERVICES PERFORMED BY, OR THAT THE INFORMATION OR SOFTWARE ACCESSIBLE THROUGH, THE DISTRICT TECHNOLOGY WILL MEET THE USER'S REQUIREMENTS OR THAT THE OPERATION OF THE DISTRICT TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE DISTRICT TECHNOLOGY WILL BE CORRECTED. DISTRICT TECHNOLOGY IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. THE DISTRICT DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE DISTRICT TECHNOLOGY OR ANY SERVICES PROVIDED BY THE DISTRICT.

11. **INDEMNIFICATION.** The User shall indemnify and hold the District harmless from any claim, expense, liability, or damage arising out of or in connection with the User's use of District Technology.

12. **CONSTRUCTION.** The terms and conditions of this agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Nebraska. Each party consents to the jurisdiction of the courts of the State of Nebraska and the federal court situated in the State of Nebraska in connection with any action to enforce the provisions of this agreement to seek the recovery of damages or other relief for breach or default under this agreement, or to seek the enforcement of any other remedy arising under or by virtue of the terms of this agreement.

By my signature below, I acknowledge that I have read this District Technology Agreement and agree to be bound by the agreement for as long as I use District Technology.

Signature of User

Date

DOCS/927464.4

PLEASE MAIL SIGNED COPY TO: Human Resources Records Management