

SERVICES and OPERATIONS

Section 7 Management of Property

A. Community Use of ESU #13 Facilities

ESU #13 facilities are primarily intended for ESU #13's mission and programs. ESU #13 facilities are, however, made available for use by outside groups to further the interests of ESU #13 and the community. Non-ESU #13 groups are required to complete the Facility Use Application & Agreement form and are subject to the terms and conditions set forth in this policy.

1. Facility Use Application & Agreement Form

Outside groups that wish to use ESU #13 facilities must submit a completed Facility Use Application & Agreement Form signed by a representative of the outside group who has authority to commit the outside group to the terms and conditions of the Application/Agreement. The outside group shall specify the nature of the intended use, the dates and times of the requested use, and the facilities for which use is requested.

The form shall be developed by the administration. The form shall include the statement that:

This application is subject to the terms of the Board's "Community Use of ESU #13 Facilities" policy. The terms and conditions of that policy are incorporated into this application by this reference. Applicant accepts all such terms and conditions.

2. Acceptance of Facility Use Application & Agreement

Acceptance or rejection of application shall be the responsibility of the Administrator or the Administrator's designee.

The application shall not be rejected for any unlawful reason, including unlawful discrimination on the basis of any protected status in its programs and activities, including the applicant's legally protected exercise of constitutional or statutory rights.

The ESU #13 facilities are designated as nonpublic forums. Accordingly, applications shall not be accepted for the following:

- a. Uses that may conflict with or that disrupt the ESU #13 programs.
- b. Uses inconsistent with the mission of ESU #13.
- c. Uses that present an unacceptable risk that the conditions of use set forth in this policy will not be adhered to; either due to the nature of the requested use or the character of the group or individuals within the group.
- d. Uses that present an unacceptable risk of damage or unacceptable wear and tear to facilities or equipment.

- e. Uses for outside commercial activities except with approval of the Board; and except for camps and other activities for high school students subject to and consistent with Bylaws of the Nebraska School Activities Association.
- f. Uses that involve gambling or games of chance.
- g. Uses that involve a group or activity which advocates or condones the violent overthrow of the Constitution or of the government.
- h. Uses that involve the meetings of secret clubs not open to members of the public.

Applications for use of facilities may be denied based on unsuitability of the date or time of the requested use.

Applications may be denied based on the determination of the Administrator or the Administrator's designee that the Applicant does not have the financial ability or financial responsibility to pay fees or expenses or to reimburse ESU #13 for any damages that may be sustained to facilities or equipment or any liability that may be created by the use.

When an Application conflicts with another Application, the Applications will be accepted according to the following priority order:

- a. Events or activities that are designed to serve member schools or which are related to any function of ESU #13, including approved ESU #13-community associations and ESU #13-affiliated non-profit groups.
- b. Tax-supported agencies such as educational entities or units of city, county or state government.
- c. Nonprofit community agencies such as private educational agencies.

For use conflicts within each group, priority will be given to the first to submit their Application; provided that the Administrator or the Administrator's designee may approve an Application that is not first-filed if the other Applicant's use could be feasibly changed to a non-conflicting time or area.

Applications that are accepted may not be assigned or transferred to another outside group.

Applications that are accepted are subject to cancellation by the Administrator or the Administrator's designee. Cancellation will occur in the event the administration reasonably determines:

- a. Any of the reasons for non-acceptance of an application exist.
- b. The Applicant fails to meet any term or condition required prior to the use. This includes but is not limited to failure of the Applicant to pay required fees or deposits or failure to show evidence that any required insurance is in place.
- c. Circumstances make the use unsuitable. This includes but is not limited to:
 - i. the condition of the facilities being unsafe. For example, the presence of snow, ice, fallen limbs or other potential hazards that ESU #13 would not otherwise clear prior to the activity or event.
 - ii. ESU #13 staff being unavailable to monitor the use or to provide set-up or clean-up services where ESU #13 has accepted responsibility for such.

- iii. the need to use the facilities for an ESU #13 activity or purpose.

Generally, if the ESU #13 office is closed on the date of the Applicant's intended use due to inclement weather or hazardous conditions, the Applicant's use will be cancelled.

The Applicant shall remain responsible for fees or expenses. ESU #13 will in no event be responsible for any damages, expenses, or losses incurred by the Applicant or any person arising from the cancellation.

An Applicant may withdraw its Application/Agreement at any time prior to acceptance. An accepted application may be withdrawn by the Applicant, subject to approval of the Administrator or the Administrator's designee. Approval is subject to the conditions that the Applicant has given reasonable advance notice (ordinarily, at least 24 hours) and that the Applicant reimburse ESU #13 for any expense ESU #13 has incurred.

3. Conditions of Use

The conditions for use are as follows:

- a. Compliance. Applicant agrees to the following:
 - i. comply with all local, state and federal laws, including health and fire codes.
 - ii. comply with Board policies concerning non-discrimination and the use of ESU #13 facilities.
 - iii. comply with reasonable administrative rules related to use of facilities and the requests of ESU #13 officials related to the Applicant's use of the facility.
- b. Disclaim ESU #13 Sponsorship. ESU #13 does not sponsor or endorse the Applicant or the activity or event conducted by the Applicant. To ensure that the public understands this fact, the Applicant agrees to not make any statements suggesting such sponsorship and to publish statements of non-ESU #13 sponsorship in such form and manner as the administration may request.
- c. Supervision. Applicant agrees to provide appropriate supervision of the activity or event in all respects, including supervision reasonably necessary to ensure that no person participating in or attending the activity or event:
 - i. is presented with conditions that pose an unreasonable risk of personal injury or damage to personal property.
 - ii. enters any area of the ESU #13 facilities that the Applicant has not been given permission to use, or accesses any ESU #13 records.
 - iii. engages in the use of tobacco (including electronic nicotine delivery systems), alcohol, or illegal drugs, or is under the influence of alcohol or illegal drugs.
 - iv. possesses a firearm or a weapon.
 - v. engages in disorderly, lewd, or lascivious conduct.
 - vi. engages in any criminal behavior.

Applicant shall remove any person from the activity or event who engages in any of the

above listed conduct. Applicant agrees to report to the ESU #13 administration by the close of the next business day the identity of any person who engaged in any of the above listed conduct and the details of the conduct. If the offending person is a student, the report shall be made immediately.

Applicant agrees to ensure that all persons attending its activity or event are off ESU #13 grounds at the end of its time of permitted use, except for ESU #13 staff or others who are authorized to remain for an ESU #13-related purpose.

Employees shall not use ESU #13 facilities for personal use or profit without specific approval from the Administrator and subject to completion of the Facility Use Application & Agreement Form.

d. Condition of Premises. Applicant agrees to the following:

- i. Conduct a reasonable inspection of the premises prior to the activity or event to ensure that the premises are safe for the intended use. In the event of any unsafe condition, Applicant shall notify the ESU #13 contact. In the event the unsafe condition is not corrected prior to the activity or event, the Applicant shall postpone or cancel the activity or event.
- ii. Not use or allow any ESU #13 equipment to be used without express approval of ESU #13 administration.
- iii. Not bring or allow others to bring or use any flammable items (including candles or incense) or any volatile chemical or any explosive.
- iv. Not use any electrical equipment that has been brought onto the premises without express approval of ESU #13 administration.
- v. Not cause or allow others to cause damage to ESU #13 facilities or equipment.
 - (1) In the event damages are sustained, Applicant accepts responsibility for reimbursing ESU #13 for the cost of repair or replacement.
 - (2) Applicant agrees that the ESU #13 administration's determination that damage was sustained in connection with the Applicant's use, and of the cost of repair or replacement, is controlling.
 - (3) Applicant shall immediately report to the ESU #13 administration any damage to ESU #13 facilities or equipment that occurs during the Applicant's use of ESU #13 facilities that may present a risk of injury to students or any subsequent users. Any other damage shall be reported by the close of the next business day.
- vi. Return the facilities in as good a condition as it was prior to use. This includes, without limitation, cleaning, removal of trash, and returning tables and chairs and other ESU #13 property to their proper location. The clean-up shall be promptly completed. In the event ESU #13 provides the clean-up service, Applicant agrees to reimburse ESU #13 for the cost of such clean-up.
- vii. Remove any property brought in by the Applicant and by any person attending the activity or event. ESU #13 is not responsible for any personal property that is left on the premises.

- e. Financial Responsibility. Applicant agrees to:
 - i. Procure, at its own expense, a Comprehensive General Liability insurance policy naming ESU #13 as an additional insured. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use.
 - ii. The insurance requirement is subject to waiver by the Administrator or the Administrator's designee where the intended use presents very little potential for injury or damage and the activity or event is designed to serve ESU #13's staff or member schools or students of member schools.
 - iii. Indemnify and hold ESU #13, the Board, ESU #13 employees and agents of ESU #13 harmless from any and all claims, demands, causes of action, or lawsuits for any death or personal injury or damage to property sustained during, caused by or arising out of the Applicant's use of ESU #13 facilities.

4. Fees for Use

The Administrator/designee shall establish a daily use fee schedule that establishes rates for specific parts of the ESU #13 facilities. The rates shall be reviewed on a periodic basis; with the review to occur no less than every two years.

The fee schedule shall be applied evenly to all Applicants, with two exceptions:

- a. A different fee may be assessed where the Administrator or Administrator's designee reasonably determines that the Applicant's use will require staff time or cause direct costs different than those used in establishing the fee schedule.
- b. A fee waiver or reduced fee rate shall be given for use where the activity or event is designed to serve non-profit organizations.

Legal Reference:	
Date of Adoption:	December 17, 2019
Updated:	June 16, 2020

**Educational Service Unit #13
Facility Use Application & Agreement Form**

Application

Name of Organization Making Request: _____
Applicant Contact Person: _____ # of Participants: _____
Phone: _____ E-Mail address: _____

Type of Organization and Type of Activity or Event

- _____ Event or activity that is designed to serve ESU #13 staff or member schools or students of member schools. (Describe) _____
- _____ Tax-supported agency such as educational entity or unit of city, county or state government. (Describe) _____
- _____ Non-profit community agency such as a private educational agency. (Describe) _____
- _____ Other. (Describe) _____

Facility Requested (Scottsbluff, Sidney, Chadron): Building _____ Room(s): _____

Date(s) and Times Requested:

Date	Time	Repeating Yes/No	# of Weeks
_____	_____	_____	_____

Special Equipment to be Used: _____

General Liability Policy submitted and on file: _____ Policy Expiration Date: _____

Policy Compliance and Acceptance of Liability

This Facility Use Application & Agreement Form is subject to the terms of the "Management of Property" Board policy. The terms and conditions of that policy are incorporated into this form by this reference. Applicant accepts all such terms and conditions.

We have read, understand and agree to abide by the policies, rules and conditions on the use of these facilities on this form and in Board Policy. We understand that we are accepting the use of the facility from ESU #13 with no assurances or guarantees relative to their condition. It shall be our responsibility to check the facility to see that it is safe for our intended use. We take full responsibility for the facilities while they are being used by our group and will make full restitution for any and all damages which may occur while our group is using the facility. We agree to indemnify and hold ESU #13 harmless for any and all accidents and injuries to ourselves or others while we are using the facility regardless of the negligence of ESU #13 or its personnel. We assume full responsibility and liability for any injuries.

Applicant Name, Position
Article 3

Signature

Date
Services and Operations

Agreement

The **User** agrees to pay a fee to ESU #13 for using its facility on the aforementioned date in the amount of \$_____. (*Advanced bookings of the facilities will be limited to 30 days from the date of the request. ESU #13 activities take precedence over all outside requests.*)

The **User** also agrees to abide by the following conditions applicable to this agreement:

1. The **User** is responsible for setting up tables and chairs and arranging for any equipment that is necessary for its use prior to the event.
2. The **User** is responsible for returning tables, chairs and equipment to the storage area where they were located prior to setting up for the event.
3. The **User** is responsible for shutting off lights and locking exterior doors if the event concludes after regular ESU #13 office hours.
4. The **User** shall make sure that no alcoholic beverages are consumed and that no tobacco products are used on ESU #13 premises.
5. Should damage to the ESU #13 facility or equipment occur as a result of the **User's** use of the facility, it shall be the responsibility of the **User** to make restitution to ESU #13 in the amount determined by the ESU #13 Administrator to cover the cost of repairing the damage.
6. The **User** is responsible for leaving the ESU #13 Facility as it was found—clean and picked up. An hourly fee will be charged for custodial services if the room(s) has not been cleaned by the **User**.
7. Except in the case of the negligence of ESU #13, the **User** agrees to indemnify and defend ESU #13 against any liability for damages to any person or property in or about the premises associated with the **User's** use of the facility. ESU #13 shall not be liable to the **User**, its agents, employees, representatives, customers, or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire or for any other cause occurring on or about the property.
8. The **User** agrees to complete a short form specifying the number in attendance. (A short form will be provided.)

Applicant Name, Position	Signature	Date

ESU #13 Name, Position	Signature	Date

Return to: ESU #13, Attn.: **Staff Development** 4215 Avenue I, Scottsbluff, NE 69361
soar@esu#13.org

B. Tobacco

The use of tobacco products is prohibited in all buildings and all vehicles owned or under the control of ESU #13. Smoking is also prohibited in any outdoor areas where others may be affected by smoke, including areas near the entry of buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (including electronic nicotine delivery systems), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Legal Reference:	Nebraska Statute: 71-5716 to 71-5734
Date of Adoption:	December 17, 2019
Updated:	

C. Weapons

No person shall bring or possess a firearm or any other dangerous weapon on any ESU #13 facility, in any vehicle owned by or under the control of ESU #13, or at any ESU #13 activity or program. For purposes of this policy, the term “dangerous weapon” includes any personal safety or security device (such as tasers, mace and pepper spray). This prohibition includes persons with a permit to carry a concealed handgun. Possession of a weapon includes, without limitation, a weapon in a person’s personal possession or control, including a weapon in a desk, locker, backpack or purse. Any person found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

An exception may be allowed for a person to carry or possess a personal safety or security device on ESU #13 property, in an ESU #13 vehicle, or at any ESU #13 activity or program where it is established that the person is presented with a clear and substantial risk to personal safety and the person received prior written permission from the Administrator or Administrator’s designee. If a person obtains prior approval from the Administrator or Administrator’s designee, the person must store the device during the work or school day in a secure location as designated by the Administrator or Administrator’s designee.

An exception may also be allowed where the person requests to possess a weapon for instructional purposes. Any exception must be limited to a non-lethal weapon. Further, the weapon must be possessed and used only in the manner approved and must be maintained in such manner as the Administrator has directed so as to prevent it from being used by any non-permitted person or from causing anxiety or harm to others. The request to bring in a weapon must be made to the Administrator or Administrator’s designee in writing, explaining its purpose, prior to bringing it in. The request should be reviewed and a decision on approval or denial be made in writing to the requestor no later than 24 hours prior to the intended weapon usage.

Legal Reference:	Nebraska Statute: 69-2441
Date of Adoption:	December 17, 2019
Updated:	October 13, 2020

D. Trespassers

Restrictions on the use of ESU #13 buildings and property within the control of ESU #13 may be implemented by administrative action. The Board gives the Administrator and all administrative staff and their designees' full power and authority to implement and enforce restrictions on access to such property and to issue no trespassing commands and stay away/no trespassing letters. Such action shall be taken consistent with constitutional and other legal rights.

The Administrator and all administrative staff and their designees shall have full power and authority to direct any individual or group to leave any ESU #13 building and any property within the control of ESU #13 and to stay away where such individual or group:

1. has failed to comply with identification or check-in procedures;
2. is determined by such administrators or designees to not have a legitimate purpose to be on the property; or
3. is determined by such administrators or designees to present a risk to the safety of building users (for example, if the person is a registered sex offender) or a risk of disruption to the operations or programs of ESU #13.

A refusal to leave or stay away as directed will be considered trespassing and shall be reported by the administrators or their designees to proper law enforcement authorities.

Legal Reference:	Nebraska Statute: 28-520 to 28-522
Date of Adoption:	December 17, 2019
Updated:	

E. Distribution of Materials

Distribution of printed or other material on ESU property is prohibited if such distribution:

1. interferes or reasonably can be forecast to interfere with the ESU #13 operations;
2. involves offensive material (obscene, profane, abusive, advocates or promotes violence or action contrary to the mission of ESU #13); or
3. is primarily commercial or business advertisement or solicits funds.

Distribution of materials inside ESU #13 buildings must have prior authorization from the Administrator or designee.

Legal Reference:	
Date of Adoption:	December 17, 2019
Updated:	

F. Bulletin Boards and Web Page

ESU #13 bulletin boards and electronic media (web page) and other communication devices are maintained for the purposes of conveying information about ESU #13 activities and programs and for educational purposes related to such activities and programs. The ESU #13 communication devices are designated as non-public forums, meaning that the devices are not open for public use.

Information posted or displayed on the ESU #13 communication devices may not include political advertising, communications promoting particular religious beliefs, controversial topics or positions not consistent with the mission of ESU #13, or communications that promote activities not suitable for school-age children.

Any website links on the ESU #13 web page that are permitted to be posted shall not be considered to be endorsed or sponsored by ESU #13. ESU #13 makes no representations or warranties of any kind with regard any such links.

Legal Reference:	
Date of Adoption:	December 17, 2019
Updated:	

G. Internet Safety Policy

It is the policy of ESU #13 to comply with the Children’s Internet Protection Act (CIPA) and Children’s Online Privacy Protection Act (COPPA). With respect to ESU #13’s computer network, ESU #13 shall: (a) protect against user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) protect against unauthorized access, including so-called “hacking,” and other unlawful activities online; (d) protect against unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors’ access to materials (visual or non-visual) that are harmful to minors.

1. Definitions. Key terms are as defined in CIPA. “Inappropriate material” for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or “Internet filters”) shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the ESU #13 online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network

usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

4. Supervision and Monitoring. It shall be the responsibility of all members of ESU #13 staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Administrator and the Administrator's designees.
5. Parental Consent. ESU #13 shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online.
6. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.

Legal Reference:	47 U.S. Code § 254 (Children's Internet Protection Act)
Date of Adoption: Updated:	December 17, 2019

H. Computer Acceptable Use Policy

This computer acceptable use policy is supplemental to ESU #13's Internet Safety Policy.

1. Technology Subject to this Policy

This Computer Acceptable Use Policy applies to all technology resources of ESU #13 or made available by ESU #13. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.

2. Access and User Agreements

Use of ESU #13 technology resources is a privilege and not a right. The Administrator or designee shall develop appropriate user agreements and shall require employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Administrator determines appropriate. Parents and guardians of students in programs operated by ESU #13 shall inform the Administrator or designee in writing if they do not want their child to have access.

The Administrator and designees are authorized and directed to establish and implement such other regulations, forms, procedures, guidelines, and standards to implement this Policy.

The technology resources are not a public forum. ESU #13 reserves the right to restrict any communications and to remove communications that have been posted.

3. Acceptable Uses

The technology resources are to be used for the limited purpose of advancing ESU #13's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.

4. Unacceptable Uses

The following are unacceptable uses of the technology resources:

- a. **Personal Gain:** Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. **Personal Matters:** Technology resources shall not be used, and no person shall authorize its use, for personal matters unless the User has entered into a lease agreement or other similar agreement with ESU #13 that makes such use permissible under law.

Occasional use that the Administrator or designee determines to ultimately facilitate the mission of ESU #13 is not prohibited by this provision. Examples of occasional use that may be determined to ultimately facilitate the mission of ESU #13: sending an e-mail to a minor child or spouse; sending an e-mail related to a community group in which an employee is a member where the membership in the community group facilitates the ESU #13 mission.

This occasional use exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time; nor may students do so during instructional time.

The occasional use exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for personal use; or sending an e-mail related to one's own private consulting business.

- c. **Campaigning:** Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. **Technology-Related Limitations:** Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation:

- i. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
 - ii. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
 - iii. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
 - iv. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
 - v. Users shall not copy, change, or transfer any software without permission from the network administrators.
 - vi. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
 - vii. Users shall not engage in any form of vandalism of the technology resources.
 - viii. Users shall follow the generally accepted rules of network etiquette. The Administrator or designees may further define such rules.
- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any ESU #13 policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used for the following:
- i. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
 - ii. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
 - iii. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that ESU #13 is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
 - iv. to engage in or promote violations of student conduct rules.
 - v. to engage in illegal activity, such as gambling.
 - vi. in a manner contrary to copyright laws.
 - vii. in a manner contrary to software licenses.

5. Disclaimer

The technology resources are supplied on an "as is, as available" basis. ESU #13 does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. ESU #13 is not responsible for the integrity of information accessed, or software downloaded from the Internet.

6. Filter

A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, ESU #13 may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed ESU #13 training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

7. Monitoring

Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the ESU #13 computers or Internet system. All technology equipment shall be used under the supervision of the Administrator and the Administrator's designees.

8. Sanctions

Violation of the policies and procedures concerning the use of ESU #13 technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

9. Participation and Collaboration with External Resources

ESU #13 may participate in and collaborate with external resources, including the Open Educational Resources, to improve ESU #13's operations, so long as such participation and collaboration complies with all applicable copyright and intellectual property right laws. Participation and collaboration shall be subject to the approval of the Administrator. Any employee who creates, generates or otherwise authors a work on an external

resource platform shall do so under the “work for hire” doctrine. Materials from an external resource may be shared or borrowed, so long as the employee complies with all attribution and copyright rules and policies.

Legal Reference:	47 U.S. Code § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions) Nebraska Statute: 49-14, 101.01 (Political Accountability and Disclosure Act) Children’s Online Privacy Protection Act, 15 U.S. Code § 6501
Date of Adoption: Updated:	December 17, 2019

Educational Service Unit No. 13
Network Acceptable Use and Internet Safety Policy
Employee's Agreement

By signing this form, I acknowledge receipt of, understand, and agree to abide by the rules and standards set forth in the ESU #13 Policy on District-Provided Access to Electronic Information, Services, and Networks. I understand that to gain or retain access to the ESU #13 computer network systems, I must sign and submit this form as directed. I further understand that any violation of the Policy is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, monetary liability may be incurred, school disciplinary and/or appropriate legal action may be taken. I, as a staff member, agree to abide by the rules and standards addressed in this policy as it pertains to me and to help ensure that students also abide by these rules and standards as well. I understand that this agreement will be in effect for the duration of my employment with the district or until the policy is revised.

PRINTED Staff Member Name _____
Staff Member Signature _____ Date: _____

Educational Service Unit No. 13
Network Acceptable Use and Internet Safety Policy
Student's Agreement

By signing this form, I acknowledge receipt of, understand, and agree to abide by the rules and standards set forth in ESU #13 Policy on District-Provided Access to Electronic Information, Services, and Networks. I understand that to gain access to the ESU #13 computer network systems, I must return this form signed by me and my parent or legal guardian. I further understand that any violation of the Policy is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, monetary liability may be incurred, school disciplinary and/or appropriate legal action may be taken. I understand that this agreement will be in effect for one school year and must be re-signed in subsequent years.

PRINTED Student Name _____
Student Signature _____ Date: _____

Educational Service Unit No. 13
Network Acceptable Use and Internet Safety Policy
Parent's or Legal Guardian's Agreement

I have read, understand, and agree with the ESU #13 Policy on District-Provided Access to Electronic Information, Services, and Networks. I understand that by signing this form I give permission for ESU #13 to grant access to district electronic communication systems, including the Internet. I understand that this access is designed for educational purposes. I understand that ESU #13 has taken reasonable precautions to eliminate access to inappropriate material and I will not hold the district or staff members responsible if inappropriate material is inadvertently accessed. I understand that this agreement will be in effect for one school year and must be re-signed in subsequent years.

PRINTED Parent Name _____
Parent Signature _____ Date: _____

I. Recording of Others

To ensure the privacy and confidentiality of student information, no person is authorized to record or transmit any sound or image of any person (including themselves) without the prior consent or authorization of either (1) the person or persons being recorded or whose image or sound is being transmitted or (2) the Administrator or Administrator’s designee. This prohibition applies to all persons, including staff, students and community members, regardless of the content or context of the image or sound; however, this provision shall not apply to ESU #13-sponsored athletic or activity events where the focus of the recording or transmission is on the student performances or activity. Nothing in this provision shall prohibit the recording of an Individualized Education Program (IEP) meeting if the recording is necessary to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act.

Legal Reference:	
Date of Adoption:	December 17, 2019
Updated:	

J. Video Surveillance

1. Purpose

The ESU #13 Board authorizes the use of video cameras and other passive electronic measures (such as motion detectors) for the purposes of ensuring the health, welfare and safety of staff, students and visitors, safeguarding ESU #13 facilities and equipment, and maintaining student discipline and an appropriate educational and work environment.

2. Placement

Video cameras and similar devices are authorized to be used in Unit facilities, Unit vehicles, and other places within the control of ESU #13. The locations in which the devices will be placed and the times the devices will be in use are to be determined by the Administrator or designee consistent with the purposes set forth in the Policy. The devices shall not be placed or operational in locations in which individuals have a high expectation of privacy, such as restrooms.

3. Notice

Notice of the fact that video surveillance cameras are being utilized shall be given through appropriate mechanisms, such as by posting signs in the building entry and other locations and by including a notice in the student-parent and employee handbooks.

4. Viewing Monitors and Video Recordings

Monitors used to view video recordings are to be located and positioned such that only authorized personnel are able to see the images on the monitors. Only authorized personnel shall be allowed to view recorded video. Authorized personnel for these purposes are the ESU #13 Administrator or designee, and the ESU #13 Technology Department personnel responsible for the technical operations of the system (for

technical purposes only). In some limited circumstances, the ESU #13 Administrator or designee may authorize supervised viewing of surveillance cameras and recorded video by other designated staff members.

The ESU #13 Administrator or designee may allow law enforcement officers to view monitors and recorded video when such is consistent with school security and discipline and consistent with law.

Students shall not be permitted to view the monitors. Students shall not be permitted to view recorded video except where the individual student is the focus of the recorded video.

5. Use of Video Recordings

Video records may be used as a basis for student or employee disciplinary action and for making reports to law enforcement.

6. Video Recordings as Education Records

Video recordings which are considered to be “education records” within the scope of the Family Educational Rights and Privacy Act (FERPA) shall be maintained in accordance with FERPA and other applicable laws. A video recording may be considered an education record when a specific student is the focus of the video recording.

For example, if the video recording shows a student violating a school rule, the video recording is an education record of that student. It may be viewed on request by that student’s parent (or the student if age 18 or older). The video recording may not be viewed by, nor will a copy be given to, others without the parent’s written consent unless a FERPA exception exists.

In the event more than one student is a focal point of the video recording, it may be an education record of each such student. This would be the case, for example, if two students are recorded fighting. In that event, the school would allow both sets of parents an opportunity on request to view the video, but will not give a copy of the video to either set of parents without the written consent of the other student’s parent.

7. Maintaining Video Recordings

Video recordings shall be retained for 30 days or until determined that no incident has occurred. If an incident has been recorded, the recording will be transferred and retained concurrently with the incident file. Video recordings that contain personal information shall be securely stored in the ESU #13 network data center and, when such recordings are no longer needed or required to be maintained, shall be properly disposed of or erased.

8. Maintaining the Integrity of the Video Surveillance System

The ESU #13 Technology Department shall be responsible for checking the video surveillance system on a weekly basis to ensure it is operating properly. Students or staff who vandalize, damage, disable, or render inoperable surveillance cameras or equipment, or use the video surveillance system in a manner that is not consistent with

the purposes set forth in this Policy, shall be subject to appropriate disciplinary action (up to and including expulsion for a student and termination for a staff member) and referral to appropriate law enforcement authorities.