



# FAIRVIEW

## FIRE PROTECTION DISTRICT

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**POLICY**

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**USE OF DISTRICT TECHNOLOGY****NUMBER: 101.1****EFFECTIVE: March 26, 2018****PAGE 1 OF 2 (plus attachments)**

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I. **PURPOSE** – The Board of Directors recognizes that technological resources enhance the ability of employees and Board members to perform their duties by offering effective tools to assist in reviewing Board agendas and materials; facilitate communications with stakeholders; support District operations; and generally improve access to and exchange of information. The purpose of this Policy is to ensure accountability and appropriate use of District technological resources.

II. **POLICY** – The Board may provide tablet computers (such as iPads), and make other District technology available, to the General Manager and members of the Board of Directors in accordance with this Policy. District technology includes, but is not limited to, computers, the District’s computer network (including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices), telephones, cellular telephones, personal digital assistants, wearable technology, any wireless communication device (including emergency radios), and future technological innovations.

Board members and District employees shall be responsible for the appropriate use of technology and shall use District technology primarily for purposes related to their Board duties and employment. District issued technology devices are valuable, fragile, and desirable commodities and those receiving such devices are expected to protect and guard them (excluding reasonable wear and tear). If a device is lost, stolen, or damaged from misuse or neglect, the user may be asked to reimburse the District.

This policy serves as written notification that there is no reasonable expectation of privacy in the use of any equipment or other technological resources provided by or maintained by the District, even when a user is provided his or her own password. To ensure proper use, the General Manager or designee may monitor usage of District technology at any time without advance notice or consent and for any reason allowed by law.

In addition, records maintained on any personal device or messages sent or received on a personal device that is being used to conduct District business may be subject to disclosure, pursuant to a subpoena or other lawful request.

Recipients of District technology should report security problems or misuse of District technology to the General Manager.

Inappropriate use of District technology may result in a cancellation of user privileges, disciplinary action, and/or legal action in accordance with law.

III. PROCEDURE – The General Manager or designee shall keep an inventory of all District technology devices issued and shall ensure that each recipient receives a copy of this Policy and signs a Use of Technology Agreement that outlines obligations and responsibilities related to the use of District technology. Recipients of particular technology devices, such as iPads, will also be asked to sign a simple agreement as to that particular device, for example, the attached Use of iPad Agreement.

IV. RESPONSIBILITY – The General Manager shall be responsible for disseminating and implementation of this Policy.

V. AUTHORIZATION –

  
\_\_\_\_\_  
Board President

April 16, 2018  
\_\_\_\_\_  
Date

Attachments:    Use of iPad Agreement  
                      Board Member/Employee Use of Technology Agreement

## Use of iPad Agreement

District issued technology devices, including iPads, are valuable, fragile, and desirable commodities. It is important that special precautions are taken to protect and guard them. The following safeguards are to be implemented and observed:

- Do not leave your iPad unattended; always know where it is.
- Do not leave your iPad unsecured and visible in your vehicle.
- Do not transport your iPad without placing it in a well-padded case or bag.
- The iPad listed below is issued to you and should be used by you alone, and only for Fairview Fire Protection District business.
- You are responsible for this iPad. If it is lost, stolen, or damaged from misuse, you may be asked to reimburse the District.
- You consent to the District's inspection of the iPad and its contents upon request.

I hereby accept responsibility for the loss of, the theft of, or any damage caused by misuse or neglect to the iPad listed below. I agree to return this iPad to the Fairview Fair Protection District if I cease being a Board member or employee of the District.

Description of Equipment:

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Serial number: \_\_\_\_\_ FPPD Number: \_\_\_\_\_

Name (please print):

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Signature:

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The above equipment was returned to the Fairview Fire Protection District

Date: \_\_\_\_\_

Equipment Description: \_\_\_\_\_

\_\_\_ Undamaged, and in good working condition

\_\_\_ Damaged (describe the condition of the equipment in detail):

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Signature (FFPD Representative): \_\_\_\_\_ Date: \_\_\_\_\_

## **Board Member/Employee Use of Technology Agreement**

### ***User Obligations and Responsibilities***

The District authorizes use by Board members and District employees of technology owned or otherwise provided by the District as necessary to fulfill the requirements of their position. The use of District technology is a privilege permitted at the District's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Use of Technology Agreement. The District reserves the right to suspend access at any time, without notice, for any reason.

Each person who is authorized to use District technology shall sign this Use of Technology Agreement as an indication that he/she has read and understands the Agreement.

Employees are expected to use District technology safely, responsibly, and primarily for District-related purposes. Any incidental personal use of District technology shall not interfere with District business and operations, the work and productivity of any District employee, or the safety and security of District technology. The District is not responsible for any loss or damage incurred as a result of personal use of District technology.

The person in whose name District technology is issued is responsible for its proper use at all times. Board members and employees shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned. They shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic identification, or send anonymous electronic communications, and shall not attempt to access any data, documents, emails, or programs in the District's system for which they do not have authorization.

Board members and employees are prohibited from using District technology for improper purposes, including, but not limited to:

1. Accessing, posting, displaying, or otherwise using material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, threatening, or disruptive.
2. Disclosing or in any way causing the disclosure of confidential or sensitive District information without prior authorization from the Board.
3. Using District technology to engage in personal commercial or other for-profit activities.
4. Infringing on copyright, license, trademark, patent, or other intellectual property rights.
6. Intentionally disrupting or harming District technology or other District operations (such as destroying District equipment, placing a virus on District computers, adding or removing a computer program without permission, changing settings on shared computers).
7. Installing unauthorized software.
8. Engaging in or promoting unethical practices or violating any law or Board policy, administrative regulation, or District practice.

***Privacy***

As use of District technology is intended for use in conducting District business, no employee should have any expectation of privacy in any use of District technology.

The District reserves the right to monitor and record all use of District technology, including, but not limited to, access to the Internet or social media, communications sent or received from District technology, or other uses within the jurisdiction of the District. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Employees should be aware that, in most instances, their use of District technology (such as web searches or emails) cannot be erased or deleted. By executing this Use of Technology Agreement, Board members and District employees explicitly consent to such monitoring/recordings.

All passwords created for or used on any District technology are the sole property of the District. The creation or use of a password by an employee on District technology does not create a reasonable expectation of privacy.

***Personally-Owned Devices***

If a Board member or District employee uses a personally-owned device to access District technology or conduct District business, he/she shall abide by all applicable Board policies, administrative regulations, and this Use of Technology Agreement as related to the District business being conducted or the District technology being accessed. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request in accordance with then applicable law.

***Consequences for Violation***

Violations of the law, District policy, or this Use of Technology Agreement may result in revocation of a Board member or District employee's access to District technology. For employees, it may result in discipline, up to and including termination. In addition, violations of the law, District policy, or this Agreement may be reported to law enforcement agencies as appropriate.

***Acknowledgment***

I have received, read, understand, and agree to abide by this Use of Technology Agreement, FFPD Policy Number: \_\_\_\_ - Technology Use Policy, and other applicable laws and District policies and regulations governing the use of District technology. I hereby release the District and its Board members and personnel from any and all claims and damages arising from my use of District technology.

Name: \_\_\_\_\_ Position: \_\_\_\_\_  
(Please print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_