

MADERA COUNTY

Computer Equipment & Systems Usage Agreement

I agree and will adhere to the following rules:

1. I understand that electronic media, including but not limited to e-mail, network, and Internet/Intranet access, is owned by Madera County and to be used for business purposes of Madera County.
2. All data viewed or stored is subject to audit, review, disclosure, and discovery. Such data may be subject to disclosure pursuant to the Public Records Act (California Government Code section 6250 et seq.).
3. I understand that electronic media communication may not be deleted from the system, even though it appears an item may have been deleted.
4. I understand that supervisors, managers, department heads as well as computer support personnel as authorized by the department head have the right to enter, search and monitor the computer files, voice mail, e-mail, or any type of electronic file without advance notice on all County-owned computers, including laptop and notebook computers. Justification may include but is not limited to maintenance, operational, auditing, monitoring workflow or productivity, security, investigative, disclosure of confidential business or proprietary information or personal abuse of the system.
5. Limited personal use¹ of County computers may be allowed at the sole discretion of the County through the department head. However, personal obligations that must be conducted at work should be done as expeditiously as possible and with the approval of the department head. Nothing in this section confers authority on a department head to allow personal use of computer equipment during normal work hours, except in an emergency.
6. I understand that I have no expectation of privacy regarding information, including electronic mail messages and/or text messages, transmitted or received on any County-owned computer. All electronic mail messages and/or text messages transmitted or received on any County-owned computer will become the property of the County and as such may be reviewed by the employer and co-workers in the ordinary course of business and without notice to me.

¹ Limited personal use is defined, for the purpose of this Agreement, as use during normal break periods including lunch hours.

7. I understand that prohibited use includes but is not limited to:

Business of employee or any commercial activities of financial gain by employee;

Solicitation;

Illegal or impermissible activities defined as a violation of County policies, regulations, state and/or federal law;

Search, view or download of any pornographic or sexually explicit materials;

Dating or relationship matching sites;

Political endorsements;

Public system instant messaging or personal e-mail systems such as Yahoo or G-mail;

Creating or forwarding "chain letters," "Ponzi" or other "pyramid" schemes of any type;

Transmission of any communications where the meaning of the message or its transmission or distribution would violate any applicable law or regulation, or which may be offensive to the recipient;

8. I understand that any criminal conduct which is revealed by electronic mail received or transmitted by me, or by my use of County-owned computer systems, may be referred to the proper authorities for investigation or prosecution.

9. I will use the hardware or software in an ethical manner. I will respect the security of the computer system and I will not improperly use or gain access to the network, hardware, or software.

10. I will not take or copy any copyrighted and/or patented software or parts thereof.

11. I will not install any hardware, program, software, or data. Only IT personnel may install any hardware, program, software, or data.

12. I will respect any confidential information obtained or used as part of my job performance.

13. I will maintain system security by keeping my user identification and password(s) confidential.

14. I acknowledge that the use by employees of passwords or other message protection measures, other than those specifically authorized by the County, are prohibited. Multiple passwords or data locking measures will not make electronic mail messages or other data private.
15. Designations on messages or directories designating the material as personal or private, or otherwise attempting to segregate the material will not make the messages or data private and will not avoid review by my employer or co-workers as described in paragraph 4 above. The County's authorization for me to use a password or other data protection measures will not constitute consent by the County for me to maintain the messages or data as private. I understand that other persons within my department and/or County government generally may have routine access to my work product and have the right to access data stored on any County-owned computer used by me at any time whether or not password protected.
16. I understand and acknowledge that my departmental employer may be provided with copies of messages sent by me and received by others, whether within the County government or otherwise. Accordingly, I have no expectation of privacy in messages sent or received.

I acknowledge that I have read, understood and will abide by the above Computer Equipment and Systems Usage Rules and Policies. I understand that failure to abide by these rules may result in disciplinary action, up to and including termination of my employment with the County of Madera. I also understand that I will be responsible for any costs associated with or as a result of any violation of these rules and policies.

Employee's Signature

Date

Supervisor's Signature

Date