

## 34. TECHNOLOGY USE POLICY

### POLICY

The Scott County Board of Supervisors authorizes the use of computers / Internet / intranet / e-mail / text messages / telephone system / voice mail / fax transmittals (collectively “technology”) for the support of all the County tasks. It is expected that individuals will use technology to improve their job knowledge, access business related information and communicate with peers in other governmental agencies and the private sector. Employees shall not use technology inconsistent with the mission of Scott County. Every employee has a responsibility to maintain and enhance the public image of the County, and to use technology in a productive manner. The purpose of this policy is to outline accessibility and usage of technology. Guidelines are provided for in this policy to ensure that all employees are responsible, productive technology users and are protecting the public image of the County.

### SCOPE

This policy is applicable to all employees, offices, and departments within Scott County Government.

### ADMINISTRATIVE PROCEDURES

1. Access Request: A user and the user's department head (or designee) must complete and sign a Technology Services Use Request shown as Attachment A and return it to the Information Technology Department (IT) in order for a username to be assigned and to ensure access to the Internet or technology is allowed with a County owned account.
2. Password/Pass Phrase: Employees are responsible for the selection and security of account password(s). Passwords will be at least eight (8) characters in length and should consist of a combination of upper and lower case letters, numbers or symbols. Employees should avoid using variations of the user login or the same password as other accounts. Employees will be required to change the login password every 120 days. Employees will be unable to repeat the previous three passwords. Passwords shall not be shared with others or left in plain sight.
3. Remote Access: An employee that is classified as exempt pursuant to the Fair Labor Standards Act may access a County account from a remote location other than the site designated for that account (e.g., teleworking or checking e-mail while away from the office on business) only with approval of the

employee's department head and only for County business. Non-exempt employees are prohibited from forwarding their County account to a personal account.

4. **Signature Line:** The employee signature line at the bottom of every e-mail message shall include the user's name, title, department and telephone number. The signature line may include the County webpage, employee fax number, or one of the tags attached hereto as Attachment B. The signature line is to remain professional and not include superfluous items.
5. **Security Scans:** The Information Technology Department shall purchase security hardware/software or contract for such services to minimize the potential of malicious files reaching the County network and to reduce the number of spam e-mails. USB Flash drive usage is prohibited unless specifically authorized by your department head.
6. **Compliance Review:** Violations of the Technology Use Policy will be evaluated on a case-by-case basis by the department head, IT Director and Human Resources Director. Violations may result in disciplinary action, and may include referral of a case to the appropriate authorities for civil or criminal prosecution.
7. **Random Audits:** The Information Technology Department may make random internal audits of technology use.
8. **Web Page:** Development of a website or home page for department purposes must be made through the Information Technology Department and the County Webmaster to ensure a uniform County web presentation.

## I. GENERAL POLICIES

### ***A. Permitted Use***

The County expects employee use of County technology for business purposes. The County recognizes, however, that employees may, from time to time, use County technology, including the internet and e-mail, for personal use during working hours. Such personal use is permitted provided (1) it does not interfere with the performance of the employee's job duties and obligations; and (2) it does not violate this policy or any other County policy; and (3) it does not interfere with the operation of County technology; and (4) it does not incur additional expense for the County. Non-exempt employees are prohibited from accessing County accounts including Outlook outside of their authorized working hours.

### ***B. Right and Ability to Monitor***

All technology, including the e-mail system, are the property of the County. All electronic data and information, including electronic messages, on or within County technology are

the property of the County. All messages sent through electronic means are public records unless otherwise provided by the Iowa Open Records Act (Chapter 22). The County (or its designated representatives) maintains the right and ability, with or without notice to the employee, to access and review any information contained on County technology, even if protected by private password. Those individuals using County technology have no expectation of privacy in connection with the use of such technology or transmission, receipt, or storage of information through the use of such technology. The County specifically reserves the right to monitor all internet usage, cellular device usage and e-mail either composed or received in the e-mail system. It is possible that e-mail sent from the County can be intercepted; therefore the user should not expect any degree of privacy regarding e-mail messages of any type, including e-mail messages sent or received through a County e-mail account or through a private web-based e-mail account accessed using County technology. Email requiring privacy for any reason including regulatory compliance should be sent/received using end to end encryption as provide by Information Technology.

### ***C. Record Retention***

The IT Department will maintain a copy of all emails sent or received for a period of five (5) years from the date in which they are sent or received, Records may be retained for a longer time period if it is subject to a litigation hold.

## **II. PROHIBITED USES**

The following uses are strictly prohibited:

- Excessive personal use of County technology.
- Using technology to engage in any conduct that violates any federal, state or local law, or any of the County policy, including but not limited to, using County technology to engage in any form of accessing or transmitting through County technology materials viewed as harassing, offensive, obscene or pornographic.
- Engaging in any political activities.
- Revealing your account password(s) to others or allowing use of your account(s) by others. This includes family and other household members when work is being done at home.
- Any commercial use or any use for personal gain.
- Obtaining and/or using another user's passwords.
- Attempting to gain access to files and resources to which you have not been granted permission.
- Making copies of another user's files without their knowledge and consent.
- Stealing, vandalizing or obstructing the use of computing equipment, facilities, or documentation.
- Installing non-work related software on your County computer without the express consent of the Information Technology Department.
- Sending unsolicited e-mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).

- Posting, uploading, or downloading of inappropriate messages, photos, images, symbols, sound files, text files, video files, newsletters, or related materials.
- Violating the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of “pirated” or other software products that are not appropriately licensed for use by the County. In order to protect the County from copyright infringement penalties, only software purchased by the County shall be operated on County owned computer hardware.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the County or the end user does not have an active license.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws.
- Introducing malicious programs into the network (e.g., viruses, worms, Trojan horses, malware, spyware, etc.).
- Utilization of technology outside of authorized work hours for non-exempt employees.

This list is by no means exhaustive, but attempts to provide a framework for activities which fall into the category of unacceptable use of County technology. Any employee who uses County technology in an inappropriate manner will be subject to discipline, up to and including discharge. Further, any employee aware of any activity by another employee that violates this policy is required to notify their department head and the Information Technology Department immediately. If you are unsure as to an item’s appropriateness, consult the Information Technology Department or Human Resources Department.

### III. TELEWORK PROCEDURES

It is important for county staff to perform work at the established worksite in order to serve the public and fellow staff members. Most County positions do not lend themselves to telework arrangements and require a physical presence at the worksite. The ability to telework is at the discretion of the Department Head/Elected Official and based on ability to perform the majority of duties remotely. Telework does not modify the job duties listed in the employee’s job description or their pay rate, but may result in supplemental duties of an equal or lower pay rate. Telework may be offered on a temporary or intermittent basis, and may be discontinued at any time at the discretion of the Department Head/Elected Official.

Teleworking allows an employee to work from home or in an approved satellite location for all or part of the employee’s regular work week. Employees and the Department Head/Elected Official must sign the County’s telework agreement attached hereto. Any violations of the parameters set forth in the telework agreement are subject to disciplinary action up to and including termination.

Telework may be an option discussed as a reasonable accommodation through discussions with Human Resources and the Department Head/Elected Official when there is a disability.

An employee on an approved telework agreement must remain available to come to the County worksite within a departmental established time period, if a business need arises. The employee is still expected to request vacation for time off and report any illness and utilize sick leave if unable to perform duties or attending medical appointments.

The Information Technology Department will work with the department to provide necessary technology to perform work remotely. The Information Technology Department will address requests on a case by case basis and may deny the remote use of some equipment. The telework agreement shall list specific equipment and employee responsibility for said equipment. All equipment used remotely shall be specifically assigned to the employee and if not returned upon request or termination, the replacement value shall be deducted from the employee's paycheck. The County will not pay for any internet access required by an employee to perform work remotely. Employees may not utilize a public WIFI connection that isn't utilizing VPN to access county laptops or computers.

Any employee approved for telework that has access to confidential information or HIPPA protected information shall set forth in the telework agreement what arrangements are taking place at the remote worksite to address protection of said information. Confidential or HIPPA related information shall not be performed on personal electronic equipment or utilizing a public WIFI connection that isn't using a VPN connection.

Non-exempt employees that are permitted to telework should only perform work during authorized work hours. Supervisors are responsible for monitoring telework activities pursuant to FLSA standards, as not to create a compensable work event outside of authorized and pre-approved overtime. Additionally supervisors are responsible for assuring productivity of the employee, setting expectations and having regular appointments to discuss work related activities.

#### **IV. COUNTY SOCIAL MEDIA USE**

Social media refers to online tools and services that allow any Internet user to create and publish content. Many of these sites use personal profiles where users post information about themselves. The "social" in social media comes in as these individuals find others with similar interests and interact with them through online communities. Social media allows for the easy sharing and re-purposing of existing content, expanding the reach of your work and enabling others to share it with their friends and networks. Examples of social media services include Facebook, Twitter, LinkedIn, Pinterest, Snapchat, Instagram, blogs, YouTube and Flickr.

The County recognizes that social media use is an important tool to communicate with citizens and hear directly from them. These "conversations" are what makes social media

so different from traditional forms of communication. As such many County departments and programs utilize official social media presences, similarly branded to communicate that the information they are communicating is official and reliable. Scott County seeks a unified approach to utilization of social media sites by its departments and elected officials. Social media sites should be reflective of the County's website and other marketing tools.

Access to social media networks from within the County's IT infrastructure is limited to individuals performing official County business and to agencies or departments with sufficient information and technology security controls.

Employees who post on behalf of a County department must adhere to the following policies:

- Departments shall only utilize County endorsed social media networks for hosting official County social media sites.
  - Employees shall not create social media sites without authorization of the appropriate department head or board/commission with departmental oversight and consultation with the County's Webmaster.
  - Departments with social media sites should assign an employee(s) to be responsible for the content and keeping the information relevant, current and compliant with the comments policy. The County's PIO and Webmaster should be added as administrators on any social media site in order to be able to address immediate concerns.
  - Whenever possible social media sites should link back to the County's website.
  - Employees responsible for social media sites should respect the County's "collective voice" by remaining professional in tone, complying with this and other county policies and exercise good taste.
  - IT shall provide appropriate security access to social media networks to individuals performing official County business within the scope of this policy.
- 
- Employees participating in social media sites shall limit the amount of time spent attending to department's social media presence to what is needed to post content, evaluate traffic data, review related sites and monitor comments.
  - Any articles or documents posted are subject to Iowa Public Records laws. Users shall be notified that public disclosure requests must be directed to the relevant department.

Any County social media site in which the department permits public comments should contain the following language: "Use of this site is subject to the County's Social Media policy and its user guidelines."

The following language governs all public comments on social media sites. It will be posted on the County's website and social media site:

"The purpose of this site is to present matters of public interest in Scott County to its many residents, businesses and visitors. We encourage you to submit your questions,

comments, and concerns, but please note this is a **moderated online discussion site and not a public forum.**

Once posted, Scott County **reserves the right to delete submissions** that contain:

- a) profanity and vulgar or abusive language;
- b) personal attacks or threats of any kind;
- c) offensive comments that target or disparage any ethnic, racial, or religious group.
- d) sexual content or links to sexual content
- e) sensitive information (for example, information that could compromise public safety or ongoing investigations)
- f) spam or include links to other sites;
- g) comments not topically related to the particular social medium article being commented upon clearly off topic;
- h) advocate illegal activity;
- i) promote particular services, products, or political organizations/candidates;
- j) infringe on copyrights or trademarks;
- k) use personally identifiable medical information.

Please note that the comments expressed on this site do not reflect the opinions and position of the Scott County government or its officers and employees. If you have any questions concerning the operation of this online moderated discussion site, please contact <insert dept>@scottcountyiowa.com.”

Employees postings on personal social media outside of their professional duties must adhere to the following policies:

•Scott County respects the right of employees to write blogs and use social networking sites and does not want to discourage employees from self-publishing and self-expression. Employees utilizing LinkedIn identifying their County employment are required to reflect appropriate demeanor for a County employee. Employees that maintain a professional blog, contribute to another’s professional blogs, or make comments on blogs or other social media sites must maintain a professional tone and are prohibited from:

- Disclosing County confidential information or making any statements that violate County policies.

- Drafting, creating or accessing any non-professional blog using County technology.

- Representing that you are speaking or acting on behalf of the County, or that you are representing or presenting the view of the County unless specifically authorized by the County.

- Employees are expected to follow the guidelines set forth in this policy and the best practices guidelines to provide a clear line between you as the individual and you as the employee. If you publish content to any website outside of the County and it has something to do with work you do or subjects associated with Scott County, use a disclaimer such as this: "The postings on this site are my own and don't necessarily represent my employer's positions or opinions."

Employees should keep in mind that they are subject to legal action for posting material on a personal blog or social network page that is defamatory to persons; and for posting private information about a coworker's medical or financial affairs. Additionally, the County requires that employees make clear that any views and positions described on a personal blog or social network page are their own and not those of the County.

Also be aware that:

- Your activities may attract media interest in you as an individual, so proceed with care whether you are participating in an official or a personal capacity. If you have any doubts, seek advice from your supervisor or manager.
- State law does not give you unlimited "free speech"; your comments could lead to legal action or discipline depending on the context. When you choose to go public with your opinions you are legally responsible for your commentary. Individuals can be held personally liable for any commentary deemed to be defamatory, obscene (not swear words, but rather the legal definition of "obscene"), proprietary, or libelous (whether pertaining to County staff or individuals). For these reasons, you should exercise caution with regards to exaggeration, colorful language, guesswork, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations.

**Attachment A**

**TECHNOLOGY SERVICES USE REQUEST**

I hereby request access to Technology Services via a Scott County account.

I am specifically requesting access to the following types of technology services (initial by specific requests):

\_\_\_ Outlook    \_\_\_ Internet    \_\_\_ Social Media sites (list: \_\_\_\_\_)

\_\_\_ Smart phone (exempt employee)    \_\_\_ Smart Phone (non-exempt employee)

My signature below certifies that I have read the Technology Use Policy and Electronic Device policy (if applicable), and that I understand, accept, and will abide by the provisions stated therein. I am also aware that from time to time this policy will be updated and I am expected to be familiar and abide by those updates.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

SUPERVISOR APPROVAL AND ACKNOWLEDGEMENT IF ISSUING SMART PHONE TO NON-EXEMPT EMPLOYEES: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_

DATE: \_\_\_\_\_

INFORMATION TECHNOLOGY ASSIGNED USERNAME(S):

\_\_\_\_\_

**Return this form to the Information Technology Department,  
Attention: Network System Administrators**

Attachment B

- Please consider the environment before printing this e-mail.



**Save a tree.**

**Please don't print this e-mail unless it's necessary.**



Join Scott County in being “Green”; don't print this e-mail unless it's necessary.



- Please consider the environment before printing this e-mail.



- If you must print this e-mail; be sure to recycle the paper.

Attachment C



## TEMPORARY TELEWORK AGREEMENT

This Agreement is effective between \_\_\_\_\_ (hereinafter “the employee”) and \_\_\_\_\_ Department/Office (hereinafter “the department”). The parties agree as follows:

### Scope and Duration of Agreement

1. This Agreement shall become effective as of \_\_\_\_\_ and shall remain in full force and effect until \_\_\_\_\_, unless modified or rescinded by the department.
2. The term “office workplace” is the official work site of the department, which is the usual and customary location of the department’s offices or an alternate location as set forth in the terms and conditions of this agreement.
3. The employee agrees to perform his/her assigned duties for the department as a “teleworker.” The employee agrees that teleworking is for a temporary period and may be terminated at any time at the discretion of the department.
4. Other than those duties and obligations expressly imposed on the employee under this Agreement, the duties, obligations, responsibilities and conditions of the employee’s employment with the department remain unchanged as a result of entering into this Agreement. The employee’s salary and participation in employee pension, benefits, and County-sponsored insurance plans shall remain unchanged so long as the hours worked remain unchanged.

### Termination of Agreement

5. The employee’s participation as a teleworker is available only to employees deemed eligible at the department’s discretion and approved and/or provided resources through the Information Technology Department. There exists no right to telework. The department may terminate the employee’s participation as a teleworker, upon written notice of five (5) working days, unless the department director states in writing that conditions exists requiring less than five (5) days. The department will not be held responsible for costs, damages or losses resulting from terminating this Agreement. This Agreement is not a contract of employment and will not be construed as such.

### Compensation

6. The employee agrees that work hours, overtime compensation, and vacation schedules will conform to existing policies and procedures during the term of this Agreement. The employee will be paid in accordance with state law, Scott County policies/rules and applicable collective bargaining agreements. Unless expressly provided for in this Agreement, the employee will not be entitled to any compensation for the use of the employee’s home as an office, employee’s furniture, equipment or supplies used in the employee’s home, transportation for commuting to and from the official work site, picking up or delivering work-related materials, or for any other employment-related activity or duty, or any home costs for utilities incurred in the performance of the employee’s work-related duties.

7. The employee shall not work overtime for which additional compensation might be due without supervisory approval in advance. If the employee works overtime that has been approved in advance, the employee will be compensated in accordance with applicable laws, rules or collective bargaining agreements. By signing this Agreement, the employee agrees that failing to obtain proper approval for overtime work may result in removal from telework or appropriate disciplinary action. The employee must obtain supervisory approval before taking leave, in accordance with established procedures. By signing this Agreement, the employee agrees to follow established procedures for requesting and obtaining approval of leave.
8. Teleworkers must report to their official work site on scheduled telework days if requested by the supervisor or department head/elected office holder. A request by the supervisor or department head/elected office holder or the employee to report to the official work site shall not be construed as a termination of the telework arrangement. The employee's travel to the official work site is considered commute time, not hours of work, unless the employee is called into the official work site unexpectedly during the scheduled hours of a telework day.

### **Leave**

9. Regulations regarding leave remain unchanged under the Telework Program. Leave must be requested and approved in accordance with existing practices, laws, regulations and county and departmental policy.
10. Supervisor or department head/elected office holder must clearly articulate the rules for use of leave and the leave approval process. Telework employees are expected to adhere to the same policies and procedures as non-telework employees.
11. Employees at a telework site who experience an emergency (e.g., power outage) must contact their manager. Employees may be directed to report to the official work site or another approved telework site to complete their workday.

### **Equipment and Supplies**

12. The employee is responsible for the safekeeping of all department equipment and supplies located in the off-site work location.
13. The employee agrees that all equipment, software and supplies provided by the department for use at the telework site are to be used only for department business and may be used only by the employee or other persons authorized by proper management authority.
14. The department, at its sole discretion, may choose to purchase related office supplies for use by the employee while teleworking. This decision shall rest entirely with the department. The decision to discontinue use of such equipment shall rest entirely with the department.
15. In the event of equipment failure or malfunction, the employee agrees to immediately notify the department and cooperate to effect immediate repair or replacement of such equipment. The employee is responsible for returning inoperable equipment to the department for repair. In the event of delay in repair or replacement, or any other circumstance under which it would be impossible for the employee to telework, the employee understands that the employee may be assigned other work, or this Agreement may be temporarily suspended at the department's discretion.
16. All equipment supplied by the department will be inventoried and accounted for to the department by an inventory list signed by the employee.

17. The employee will not modify or alter any equipment nor relocate it without prior approval by the department. The employee will ensure that all County owned equipment is used only by department-authorized personnel to conduct department work.
18. The employee agrees that all County owned data, software, equipment, and supplies must be properly protected and secured. Department-owned data, software, equipment and supplies must not be copied in violation of law or the department's (or Scott County's) licensing agreements with its vendors. The employee will comply with all applicable policies and instructions regarding conflicts of interest and confidentiality. The employee agrees that, on termination of employment, this agreement or at the direction of the department, the employee will return all property belonging to the department in the employee's possession or control of the department to the office work site.
19. Furniture, lighting, electrical and telephone services and household safety equipment incidental to the use of the County owned equipment, software and supplies shall be appropriate for their intended use and shall be used and maintained in a safe condition, free from defects and hazards.

### **Workspace and Inspections**

20. The employee agrees to designate a workspace within the employee's telework site and maintain this workspace in a safe condition, free from hazards and other dangers to the employee and County equipment. The telework site must be free from distractions and disturbances from children, pets, family members and others during work hours. The telework site is subject to inspection and approval by the department.
21. Unless otherwise agreed, a minimum of twenty-four (24) hours advance notice must be given before management may inspect the employee's telework site to ensure that Information systems and sensitive information protection measures are in place at the telework site. Such inspections shall be conducted during the employee's normal working hours. If the employee refuses a telework site inspection, the manager may immediately terminate the employee's telework agreement and the employee must surrender all County-owned equipment and supplies and return to the official work site.
22. As equipment is specifically assigned to the employee, if it is not returned upon request or termination the replacement value shall be deducted from the employee's paycheck.
23. The department shall set forth phone communication needs and expectations with the employee.
24. The employee agrees that the department will not be responsible for moving the employee's personal furniture or household belongings, nor for making any improvements or modifications to the employee's home in order to create the telework site. The department will install, if necessary and agreed to, work-related equipment at the department expense upon the employee's first entry in the Telework Program. If the employee changes from one telework site to another, the cost of terminating service at the former location and establishing service at the new location will be the responsibility of the employee, unless the department determines that it would be in the department's best interest to pay such costs.

### **Work Performance**

25. The employee is responsible for maintaining and communicating availability (presence), appropriate levels of production, and quality of work while teleworking. Inadequate availability, work production and/or work quality may be cause for modification or termination of the employee's participation in teleworking. In such instance, the employee may, without right of appeal, be required to return to work at the official worksite.

**Liabilities**

26. The employee’s and the department’s liability and respective obligations shall be governed by Iowa law.

**Responsibilities of Teleworkers**

27. Inform management when unable to perform work due to illness or personal situations for which paid leave is authorized, or in extenuating circumstances, when leave without pay may be appropriate.

28. Accurately report time and attendance. The employees must submit their time and attendance in accordance with existing policy making certain to appropriately code their hours of telework.

29. Contact the official work site to retrieve messages and to request from management approval of a change in telework site.

30. Meet organizational requirements regarding communication and availability (presence).

31. Protect all county equipment by securing unattended laptops or other equipment whether it is in the office, home or while on travel.

32. Protect and store confidential physical and electronic information in a manner to maintain confidentiality and immediately report information system security incidents.

33. Report any work-related accidents.

**Amendments**

34. This Agreement may be modified, amended or terminated at any time by written notification from the department to the employee, as necessary, to ensure that the operating needs of the department are met.

**Disclaimer**

35. Nothing contained in this Agreement conveys nor is it intended to convey upon the employee a contract of employment.

**Terms and Conditions of Telework Agreement**

**Name of Employee:**

**Name of Department:**

**Statement as to the benefit to the County as a result of the telework arrangement:** Employee teleworking arrangement is in accordance with the Novel Coronavirus (COVID-19) Temporary Employment Policy.

**Duties to be performed by Employee:** Employee’s duties shall be consistent with those required at the worksite, with any modification to those duties as separately communicated by management to the employee.

**Telework site:**

---

Address

---

City, State, Zip

---

Business Phone

**Work days and duty hours at the telework site:**

**Telework conditions specific to this agreement:**

**Equipment provided to support telework:**

I affirm by my signature below that I have read this entire Agreement and that I understand and agree to its entire content. I also affirm that I have been made aware of the following: the responsibilities for documenting time, attendance, approval of leave requests and provisions governing the approval of overtime and compensatory time; performance requirements and measurement; proper use and safeguard of government property; maintenance of records; and standards of conduct.

---

Employee's Signature                      Employee's Printed Name                      Date

---

Supervisor's Signature                      Supervisor's Printed Name                      Date

---

Department Head/Designee  
Signature                      Dept. Head/Designee's Printed Name                      Date