

## **MOBILE DEVICE POLICY**

POLICY NO:

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

Revision Date(s): \_\_\_\_\_

### **Purpose**

Your District mobile device is intended to facilitate business-related communications only. By accepting and using your District mobile device, you acknowledge and agree to adhere to the terms and conditions of this Mobile Device Policy.

### **Guidelines**

- I. To the extent that your District mobile device is used for e-mail, text messaging, or internet purposes, you agree to abide by the terms and conditions of the District Use of Communication and Computer Systems Policy found in the Employee Handbook.
- II. Your District mobile device and all information that is sent, received, stored, communicated or otherwise accessed using your District mobile device, including voicemail messages, are the property of, and proprietary to, District. As such, District reserves the right to access your voicemail, text messages and any other information you store or that is contained on your mobile device. Calls made or received using your District mobile device may be monitored or recorded for business purposes. Users of District mobile devices should not expect that their communications or any other information or content created or maintained on their District mobile devices are private. Your use of a password does not ensure that voicemail or email messages will remain private. The District's internal systems routinely collect usage information for service and other legitimate business purposes, which includes ensuring compliance with District policies and procedures.
- III. Your District mobile device is to be utilized for District authorized business only. By accepting and using a District mobile device, you agree that District business only will be conducted through this mobile device.
- IV. Authorized District personnel may from time to time request information relating to the use of your District mobile device and you agree to provide such information to District without delay. The information you must provide includes identification of specific business calls shown on the District mobile device bill.
- V. The District retains the right to terminate your District mobile device account at any time, with or without cause, and without notice.

- VI. You agree to surrender your District mobile device to authorized District personnel immediately upon request and in any event immediately upon termination of your employment or other contractual relationship with the District. You may not continue to use the mobile telephone number assigned to your District mobile device after surrender. You remain responsible for your District mobile device and its usage until you obtain a written confirmation from authorized District personnel that you have returned it to the District. The District may install software in your District mobile device which allows District to remotely erase all information contained therein (regardless of whether you have surrendered the District mobile device or your account has been terminated).
- VII. You should familiarize yourself with usage-related charges associated with use of your District mobile device and should consider cost and efficiency needs when choosing the proper method of communication. Usage of the internet for any reason that is not business-related may result in discipline up to and including termination or surrender of your District mobile device. Notwithstanding anything in this policy to the contrary, you agree that you are responsible for costs incurred as a result of any personal usage of your District mobile device and agree to reimburse the District for any such costs.
- VIII. You agree NOT to call "411" information using your District mobile device, except in the event of an emergency.
- IX. You assume full responsibility for the repair and maintenance of your District mobile device. You will be responsible for the cost to repair or replace your District mobile device in the event that it is lost, stolen, or damaged as a result of your negligence or willful misconduct. You will promptly report any lost, stolen, or damaged District mobile device to authorized District personnel.
- X. You agree that you will NOT use your District mobile device or any of its features while you are driving, operating machinery, involved in any activity in which distraction by use of your District mobile device may cause potential injury or harm, or as otherwise prohibited by law.
- XI. You assume complete and full responsibility for, and agree to release the District, its principals, owners, employees, affiliates, and/or contractors from, any damage or injury to yourself, others, or property occurring through or by the use of your District mobile device as a result of your negligence or willful misconduct.
- XII. The District will pay the cost of your District mobile device and its usage costs, excluding any costs incurred as a result of personal usage, as provided in section VII, or the cost of repair or replacement in the event of loss, theft, or damage as a result of your negligence or willful misconduct, as provided in paragraph 9.

**Acknowledgment**

A (“District”) mobile device and mobile telephone account number are being provided for your use.

Your District mobile device serial number: \_\_\_\_\_

Your District mobile device number: \_\_\_\_\_

By signing below, you acknowledge that:

- > You have received the above described District mobile device.
- > You have no expectation of privacy in information that is sent, received, stored, communicated or otherwise accessed on your District mobile device.
- > The District may store copies of information that is sent, received, stored, communicated or otherwise accessed on your District mobile device and may delete such copies from time to time without notice.
- > Conduct inconsistent with this policy may result in corrective action.
- > The District reserves the right to revise, change or terminate this policy at any time with or without notice.
- > This policy does not constitute an employment contract, offer of employment, or employment guarantee.

I have read, understood, and fully agree with all the terms and conditions of the District Mobile device and Mobile Telephone Number Account Policy.

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

Printed Name \_\_\_\_\_

This policy/guideline replaces and supersedes all previous policies/guidelines and is effective immediately.