



BEAR MOUNTAIN RECREATION AND PARK DISTRICT

BOARD OF DIRECTORS TABLET USE POLICY

The Bear Mountain Recreation and Park District (hereinafter “BMRPD” or “District”) recognizes the benefits of utilizing digital communication and information. Thus, the purpose of this policy is to establish guidelines and procedures for Board Members (hereinafter “Users”) to implement the efficient use of technology performing official duties, such as receiving and reviewing board meeting materials, and to reduce costs and waste associated with the creation and distribution of materials in paper format. Therefore, the District may provide a tablet (includes iPad devices) to each Board Member for use in performing official duties. This policy is to ensure the Users of the tablet acknowledge, understand, and respect the tablet, Internet, and this Usage Policy.

Scope

This policy applies to elected officials of the District who are issued a tablet by the District.

Policy

It is the policy of the District to provide tablet devices to the District’s elected officials for the duration of their terms. Those in receipt of tablets must adhere to this Usage Policy and the procedures described herein to ensure the appropriate use and optimum functionality of District-issued communication devices. The tablet, Internet, and email access that the District provides to Users are tools for conducting District business. Thus, use of such tools will be primarily for District business related purposes. All of the District’s computer systems, including the tablet, are considered public property. The tablet, Internet, and email activities will be traceable to the District and will impact the reputation of the District. District-issued tablets shall not be used to send or knowingly download any vulgar, discriminatory, or pornographic content. Users shall refrain from making any false or defamatory statements in any form or committing any other acts that could expose the District to liability.

Policy Guidelines

A. Ownership

After being sworn in, and prior to attendance at the first meeting of the BMRPD Board of Directors, one iPad with accessories will be issued to each Board Member. iPads issued to the Board are the property of the District and recipients have no ownership, interest, or right to title of the iPads or any information stored or annotated on the device. Upon receipt of an iPad from the District, Board Members agree to return such iPad to the District upon demand.

The security and care of each iPad and the information stored or annotated on it is the responsibility of each User respectively, while it is issued to that User.

Upon the expiration of a User's term of service to BMRPD, that User's iPad shall be returned to the District General Manager, and following the preparation of any appropriate backup files, the tablet will be wiped clean of any and all information, and issued to the User's successor.

Replacement iPads will be issued from time to time due to wear and tear usage or material technology updates.

B. Receipt of Tablet

When issued, each Tablet will include appropriate applications for use relating to District business. The District will direct all of its email and other electronic transmissions for a User to the User's District email address.

C. Care of the Tablet.

Users are responsible for the general care of the tablet and associated equipment issued by the District. Tablets and equipment must remain free of any writing, drawing, stickers, or labels that are not the property of the District. Only a clean, soft cloth should be used to clean the screen.

D. Software on the Tablet.

Any software and applications installed by the District must remain on the tablet in usable condition and be readily accessible at all times. From time-to-time, the District may require Users to check in their tablets with the District's IT Service Provider to add or upgrade software applications or for periodic updates and syncing. In the event it becomes necessary to restore a tablet to its original condition, the District will not be responsible for the loss of any software or data deleted due to a re-format and/or re-image.

Any software, email messages, or files downloaded via the Internet into the District system, including a District-issued tablet, become the property of the District and may only be used in ways that are consistent with applicable licenses, trademarks, or copyrights.

Users are requested to periodically update the tablet, when updates notifications are provided by the manufacturer of the tablet.

The District is the sole licensee of the software included with a tablet. Any copying, modification, or distribution of any software, including written documentation, by the User is prohibited. The User is responsible for complying with any and all hardware, software, service provider licensing agreements, terms of use, and applicable state and federal copyright and other intellectual property protections.

A User may not download a file or open an email attachment unless the User knows that the file or attachment comes from a trustworthy source. Downloaded files and attachments may contain viruses or hostile applications that could damage or breach the security of the District's information systems. A User will be held accountable for any such consequences that result from the User downloading a file or opening an email attachments for a purpose other than District business.

E. Life of the tablet.

The technological life of the tablet is estimated at three years; therefore, the tablets will be assessed every three years and, if authorized through the budgeting process, the District will purchase upgraded devices. Replacement or upgrade decisions shall be made by District staff to ensure optimum performance and compatibility at a reasonable cost.

F. WARNING – NO PRIVACY.

All software and data (including, and without limitation, email, calendars, downloaded files, and web browsing history) stored on District-issued devices are subject to disclosure under State and District public records laws or for litigation purposes, unless a privilege or exception exists that justifies withholding the information.

G. Representations.

In advocating, advancing, or expressing any individual religious, political, or personal views or opinions, Users must not misrepresent their statements as official District policy.

H. Email Usage for District Business.

A User shall use his or her assigned District email account for all email related to District business. Emails sent or received on a User's District email account are archived and retained by the District. This account shall be synced to the User's individual tablet. A User's personal email box also may be synced to the tablet, but a User either shall conduct all District-related business through the User's District email account, or copy (Cc.) all email related to District business from the User's personal email box to the User's District email account.

I. Acceptable Use.

The tablet, Internet, and email access that the District provides to Users will be primarily for District business related purposes, such as to review District Board and Committee agenda materials and obtain useful information for District-related business. District-issued tablets are not to be used for operation of a business for personal gain, sending chain letters, or any other purpose that interferes with normal District business activities. Users shall not use District-issued tablets for any illegal activity.

Except in an emergency, Users shall not use email, instant messaging, text messaging, or similar forms of electronic communications at any time during a meeting of the Board of Directors. Users should consult the District's Legal Counsel for information regarding Open Meetings Act requirements related to electronic communications.

A User may download and maintain music and applications on the User's tablet; however, the items downloaded and synced to the tablet must be in compliance with Federal copyright laws and shall be acquired at the expense of the User. The District's IT Service Provider shall not install, work on, or support an application that is not issued by the District. All applications used in the course of business-related activities shall be secured in conjunction with the District Manager.

J. Allowable Monthly Limit.

If applicable, all usage of a District data account, including usage for Internet access through a tablet or other device, is subject to the allowable monthly limits allocated to each User under the District's shared or individual data plan. The User shall pay all charges resulting from District data account usage in excess of such monthly limits.

K. User Responsibility.

It is the responsibility of the User to ensure the District-provided tablet is kept in a reasonable and safe condition. Should a tablet be accidentally lost, damaged, or stolen, responsibility for replacement shall be as follows:

- 1. First time:** The District shall pay half the cost of repair or replacement and the User shall pay half the cost.
- 2. Second and subsequent time:** The User shall be entirely responsible for repair or replacement costs and shall replace or repair the unit within two weeks of the equipment damage or loss. Tablets that are damaged or destroyed through intentional, reckless or negligent misuse must be repaired or replaced at the User's expense.

L. Security of the Tablet

The User is responsible for the security of all data stored on the tablet, whether related to District business or otherwise. The User will maintain appropriate password protection for data on the tablet, and will not delete or modify any security features that the District loads on the tablet. A User shall notify the District General Manager as soon as possible if the tablet is lost or stolen.

M. Compliance with Policy.

The District reserves the right to inspect any and all files stored on any and all tablets that are the property of the District in order to ensure compliance with this policy. Users do not have any personal privacy right in any material, data, files, programs, etc. created, received, stored in, or sent from any District-issued tablet, and the District General Manager is hereby authorized to institute appropriate practices and procedures to ensure compliance with this policy. In the event of a violation of this policy by an elected official, appropriate action under the circumstances may be taken in accordance with the law.

N. Annual Review Date/Lead Review Department.

The District's Legal Counsel shall review this document annually for any needed revisions.

[Acceptance Signature Page Follows]

ACCEPTANCE OF TABLET USE POLICY

Bear Mountain Recreation and Park District Board Members may in their discretion, decline acceptance of a Tablet. In such instance, that individual may receive Board meeting materials for regular, special and committee meetings on paper.

Individuals who decline use of a Tablet shall not be entitled to any other form of equipment in replacement of the Tablet.

All individuals who accept a Tablet from Bear Mountain Recreation and Park District agree and acknowledge, without restriction or reservation, that any information contained in such Tablet, is potentially subject to the Public Records Act.

I acknowledge that I have received, read, and understand the iPad Usage policy of Bear Mountain Recreation and Park District.

Dated: _____

Signature: _____

Printed name: _____

TABLET USE AGREEMENT

I, _____, recognize that the Tablet and accessories provided to me by the Bear Mountain Recreation and Park District (hereinafter "BMRPD") is the property of BMRPD. I agree that when my term of service at the BMRPD ends, I will immediately return the property listed below in good condition.

I understand that the equipment under this agreement means any Hardware, Software or Applications provided to me. The Software or Applications provided include all Software and Applications preinstalled by the Equipment manufacturer and any Software or Applications added by the BMRPD. I agree the Equipment provided to me cannot be used for activities prohibited by the BMRPD or that may reflect unfavorably on the BMRPD.

I further understand that my usage of the Equipment is subject to the Bear Mountain Recreation and Park District's Tablet Use Policy.

I agree to return any equipment provided to me when requested to do so by the District's General Manager. I understand the BMRPD may occasionally ask me to return the Equipment for inspection, upgrades or updates and the Equipment must be promptly returned by me upon request.

I will notify the BMRPD as soon as possible of any damage or loss of the Equipment.

Kind of Equipment	Equipment Manufacturer	Make and Model	Serial Number (where applicable)

Dated: _____

Signature: _____

Printed name: _____