

Listserve Guidelines

The SDCBA's listserve are self-monitored communities for sections, committees, divisions, and interest groups, and are provided to help foster collaboration, civil discourse, mentorship and meaningful dialogue amongst lawyers as well as non-lawyer members of the SDCBA. While listserves are used from time to time to promote SDCBA programs and services, for the most part, discussion is generated and monitored by the members of each listserve.

Please note:

- Any member of an SDCBA section, committee, division or interest group may participate in its listserve.
- Listserves can be used in any way that serves the interests of the community it serves; if an issue arises, it should be addressed with Section, Committee, Division or Interest Group leadership.
- While guidelines exist (see below), the SDCBA's team does not monitor the listserves consistently, and will only directly address profane or disruptive behavior at its discretion.
- The SDCBA reserves the right to remove any member of any listserve at any time if conduct is unprofessional, disruptive, or does not adhere to the Association's standards of civility, integrity and professionalism.
- All listserve participants agree to defend, indemnify and hold the SDCBA harmless from and against any damages arising out of or resulting from that person's online conduct in a listserve.

In addition to general dialogue, please note the following suggested listserve uses and prohibitions:

1. Listserves may be used to share information about CLE/educational programs or events of other organizations provided that the content or topic of the program or event does not overlap in nature and/or timing with a program hosted or sponsored by the SDCBA. If a listserve user would like to post a program, after reviewing the SDCBA's calendar to ensure it does not duplicate, replicate, or cover the same topic as an upcoming SDCBA program, the following guidelines should be reviewed and adhered to:
 - a. Program information should only be shared if it is presented by the State Bar of California, the American Bar Association, an accredited law school, any of our approved Law-Related Organizations, or events that have been approved by the Section, Committee or Division's leadership or internal leadership team can be posted.
 - b. The program or event cannot take place within 30 days of similar SDCBA programming or events so that any marketing does not compete with the SDCBA's program marketing efforts.
 - c. Violation of the guidelines for posting CLE and other educational programming deemed to be competitive in nature with programs produced or sponsored by the SDCBA may result in a user's removal from the listserve, at the discretion of the SDCBA's leadership and internal team.
2. Listserves may be used to announce office space for lease, or to request experts. Otherwise, there should be no commercial use of the listserves (i.e. Listserves should not be used to exchange services, materials or software in return for payment of any sort – including trade of like items, special discounts, cash, etc.). Unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane,

annoying, vexing, harassing, or otherwise objectionable information of any kind may not be posted to the listserv, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law.

3. Postings that encourages or solicits others to engage in anti-competitive activities, including attorney rate information, is not permitted.
4. Listserv messages should not be posted elsewhere by recipients or forwarded to any non- SDCBA member without the original poster's consent, particularly where it may have an effect on a case.
5. Section, Committee, Division and Interest Group listserves should be used to discuss topics of interest to their constituencies – particularly the area of law or common issues, practices, questions and news that impacts practitioners in that area of law. For community service projects and volunteer opportunities, users are encouraged to use the community service committee listserv or submit information to bar@sdcb.org for consideration in This Week at the Bar.
6. Messages should not promote any fundraising efforts or solicit donations unless the beneficiary is the San Diego County Bar Foundation, the charitable arm of the SDCBA, unless the effort has been approved as part of the SDCBA's Community Service or outreach efforts.
7. Listserves may not be used to endorse political candidates running for any office.

Sections, Committee, Division and Interest Group (Entity) leaders, please note:

SDCBA Entities may not:

- Take a position on behalf of the organization without the approval of the Board of Directors, on the listserv or otherwise (see Public Position Policy).
- Endorse or support a political candidate, ballot, proposed legislation, proposed governmental action, or initiative in the name of the organization, on the listserv or otherwise.
- Endorse any candidate, whether a section or committee member or not, for the SDCBA Board of Directors, or any other bar organization volunteer leadership position.

Separate rules apply for how candidates for the SDCBA Board, Section and Committee leadership positions, and other local bar boards may campaign, however with regards to the listserves, please note:

Any listserv participant may:

- Announce their candidacy one time for the SDCBA Board of Directors and seek the support of the listserv constituency, with the pre-approval of the Executive Director.
- With the pre-approval of the Executive Director, announce their candidacy once for another bar organization's volunteer leadership position, and seek the support of the listserv constituency.
- Announce their candidacy for a leadership position within their section or committee one time. The announcement may only be posted to the listserv for the section or committee for which the candidate is seeking election.

No member may post information or advocate via the listserv on behalf of any candidate other than them self for the SDCBA's Board of Directors election or any other elected position.

Adopted by the Board of Directors November 2017

Listserve Violation Procedures

As self-monitored communities, issues that arise on a listserve, such as improper use, incivility or failure to adhere to listserve guidelines, should be addressed to the Section, Committee, Division or Interest Group's leadership.

Section, Committee, Division, and Interest Group leaders are encouraged to:

- a) Contact the individual directly.
- b) Share the listserve guidelines with the entire community.
- c) Review former listserve guideline violations by the individual.
- d) Determine if an offense merits potential removal from the listserve, and if so, make a recommendation to the SDCBA's Director of Outreach Strategy and CCO, as well as the Chair of the Section and Committee Council. Leaders are encouraged to provide at least one warning to listserve members prior to recommending removal from a listserve.

The SDCBA will review any recommendations for an individual to be removed from the listserve and take action accordingly. An individual's listserve privileges may be immediately suspended pending investigation at the discretion of the SDCBA.

Approved by the Board August 2017.

Social Media Policy

I. Overview

The SDCBA supports the use of social media to increase member engagement, build community, create a bridge between the legal community and the public, provide easy access to information, and further the Association's mission and goals as the voice of San Diego's legal community.

Social media should be used as a tool to supplement the goals outlined in the Association's current strategic plan, and be in line with any direction provided in the SDCBA's current Communications Plan.

This policy pertains to the SDCBA's use of Facebook, Twitter, Instagram, Linked In and all other future social media platforms not currently in use by the SDCBA. The SDCBA's use of social media does not imply that there is a relationship between the SDCBA and anyone using a social media site.

II. Administration

The SDCBA's main social media pages are administered by the Association's internal team, who also is responsible for developing and sharing content for each platform. All section, committee and division pages are administered by the internal team, in addition to volunteer leaders.

III. Content

On its main Association pages, the SDCBA content adds is intended to deliver meaningful information, report on trends, and encourage and engage in conversation relevant to the profession on a local and national level in addition to highlighting SDCBA events, programs, and initiatives. Content is also derived from sections and committees, and SDCBA digital and print publications, law practice management partners, local business and law related organizations, and reputable news and information sources.

All content posted complies with the organization's listserv rules and current policy on advocacy and proactive positions where applicable.

IV. Followers and "Likes"

Absent unusual circumstances, any member of the public may become a follow or fan of the SDCBA on Facebook, Twitter, Instagram or Linked In. Content provided by the SDCBA through social networking sites will be available to all followers and publicly available.

Nothing posted by the SDCBA will imply there is a business, personal, or attorney-client relationship with any follower. The SDCBA will assume no responsibility for any postings or the content of follower messages, and does not vouch for or warrant the accuracy, completeness or usefulness of any message.

V. Security

All content posted on social media platforms is monitored by the SDCBA Communications Department. The SDCBA retains the right to remove any posting or any "follower" at any time.

Nothing posted on the SDCBA's social media pages is meant to constitute legal advice. The SDCBA assumes no responsibility for any message posting or its content. We do not vouch for or warrant the accuracy, completeness or usefulness of any message.

The SDCBA has developed a Social Media "Terms of Use" document that is posted (or linked to) from the SDCBA's social media profiles. The Terms of Use may be revised at any time without notice.

VI. Social Media for Sections, Committees, Divisions and Interest Groups (Member Groups)

The SDCBA provides e-communities and a presence on the SDCBA's website for its Section, Committee, Divisions and Interest Groups Sections, Committees, and Divisions may choose to supplement their use of the SDCBA's e-communities through social media once they have developed and maintained their presence on the SDCBA website

A member group wishing to use the SDCBA's name and graphic identity in conjunction with the creation or maintenance of a social media presence (primarily Facebook, Twitter, and Linked In) must seek written approval from the SDCBA's Director of Outreach Strategy & COO and Executive Director & CEO. Once approved, the SDCBA will establish a page on behalf of the group, and provide access/editor rights/passwords to leaders. Authorization can be withdrawn at any time by the SDCBA. All posted content must be consistent with the SDCBA's general policies and social media policies. Pages may be removed or hidden at the SDCBA's discretion if they are not actively used by member group and consistently updated.

To create consistency and community, Sections, Committees, and Divisions using social media must use the established standard logo templates, disclaimers, and naming conventions devised by the SDCBA. Each group must work with the SDCBA internal point person to coordinate the development of any social network graphic and other site requirements.

All groups must provide direct links on any social media page back to the "main" SDCBA social media page for each medium. Those authorized to post on behalf of the member group must follow the SDCBA's guidelines when posting to the SDCBA's pages as the entity, and there must be a clear delineation when they are posting as themselves.

All SDCBA Social Media pages for Sections, Committees, Divisions and Interest Groups must link back to the SDCBA's Social Media Terms of Use document. The SDCBA's internal team members have the right to post messages to any page at any time.

No member group may pay for advertising or sponsored content, or may use paid social media platforms to encourage or generate more followers. Only the SDCBA's internal team is authorized to purchase advertising or sponsor or promote content relevant to any of the Association's entities.

Additionally, no member group can use social media for any commercial purposes, including but not limited to promoting their practice or that of another attorney or particular vendors or service providers.

No individual may comment on any other page or respond to comments on any page on behalf of the section, committee, division or interest group, only in their individual capacity.

The SDCBA's team reserves the right to edit or remove any post at any time from any page.

VII. Guidelines for social networking for sections, committees, and divisions:

Represent the SDCBA and our profession well. Exercise good judgment. Entities and individuals who fail to do so, or who fail to comply with the SDCBA's social media and

Association policies, in addition to the following guidelines, may forfeit the right to participate in social networking activities associated with the SDCBA.

Be responsible. You are responsible for the material you post. Carefully consider content; what you publish will be widely accessible for some time and, in some cases, indefinitely. All statements must be true and not

misleading. Do not post private information about yourself or others. Keep the posts relevant to SDCBA's mission and/or goals. Adhere to all statutory prescriptions and Rules of Professional Conduct governing the privacy of individuals and confidential information.

Be upfront; identify yourself in online discussions. Use your real name, and, if relevant, your role or interest in the topic discussed. When appropriate, make it clear you are speaking for yourself and not on SDCBA's behalf.

Be civil and respectful. Do not use defamatory, libelous, or damaging innuendo; abusive, threatening, offensive, obscene, explicit, or racist language; or post illegal material.

Be quick to correct an error. If you make a mistake, quickly provide the correct information. If appropriate, modify an earlier post to make it clear that you have corrected an error.

Keep it relevant/add value. Information can add value if it contributes to the knowledge or skills of an SDCBA members or builds a sense of community.

Follow copyright and fair use laws. Always give people proper credit for their work. Make sure you have the right to use material with attribution before publishing. It is a good practice to link to others' work rather than reproducing it on your site. When in doubt as to the proprietary nature of material, don't use it. Recognize the potential professional and legal consequences of any failure to follow applicable laws governing the use of others' material.

Protect proprietary and client information. Do not discuss or misuse proprietary or confidential information, and follow all professional and ethical rules governing the disclosure of such information.

Avoid politics. Political endorsements may not be made via the SDCBA's social networking pages. Messages must comply with the SDCBA's policy on endorsements.

Legal Restrictions. Comply with all legal restrictions and obligations governing professional conduct, particularly those regulating communication and advertising, when posting content to any social network, including postings by an entity.

Do not violate antitrust laws. Antitrust laws prohibit postings that encourage or facilitate agreements between SDCBA members of different organizations concerning the following, as they pertain to prices, discounts, salaries, cost data, or any other term or condition related to competition.

Abide by the social network's rules. Review the terms of use of each social network carefully.

Refrain from disparaging discussion of the SDCBA, its leadership, and its policies. SDCBA Social Media users will refrain from using social media as an opportunity to disparage SDCBA priorities, leaders, programs or initiatives.

VIII. SDCBA Social Media Guidelines for Postings/Retweeting/Sharing for SDCBA Internal and Volunteer Leadership with Social Media Responsibilities/Oversight

The following questions and guidelines should be analyzed by SDCBA internal and volunteer leaders responsible for the content of SDCBA social media pages when posting/reposting/sharing or tweeting/retweeting information. The following provides some considerations as a supplement to the SDCBA's Social Media Policy, which should be adhered to throughout all social media channels.

Post:

- Is there value in this post for SDCBA members specifically?
- Is the tone of the posting consistent with the SDCBA’s voice and brand?
- Will the post create a positive perception of the legal profession and San Diego’s legal community?
- Does the posting represent an important trend or a changing dynamic for the profession?
- There is something in this post that is interesting or impactful to practicing lawyers, law students, or other legal professionals in San Diego that would not be interesting or impactful to the general public?
- Does the post further the SDCBA’s position as the “voice” of the legal community?
- Strongly consider before posting whether the SDCBA can add to this conversation in a meaningful way if:
 - This post can be construed as political or controversial in any way, or there will be a strong division of opinion among members of the SDCBA about the matter of this post.
 - The post shows a bias or overly presents one particular point of view in a way which could be attributed to an SDCBA bias.
 - If the subject negatively reflect the legal community, particular law firms, or particular attorneys or is disparaging.
 - There is an organization or organization that have already shared this post sufficiently and our posting would seem duplicitous and would not add value to the conversation.

Do not post if:

- This post serves a commercial or sales purpose for non-SDCBA goods or services, with the exception of SDCBA Member Benefit partners, event sponsors, and other pre-approved vendor partners.
- The information or subject matter of this post does not maintain the professional and ethical standards of the SDCBA.

IX. Terms of Use- SDCBA Social Media Pages

The following terms and conditions are to be posted or linked to from the information section of the SDCBA's main social media pages (where applicable), and included on the SDCBA website. This information is intended for the end-user/audience, and not SDCBA leaders or social media administrators in particular.

Nothing posted on the SDCBA's social media pages is meant to constitute legal advice or to imply there is a business, personal, or attorney-client relationship with any fan or follower. We assume no responsibility for any postings or their content. We do not vouch for or warrant the accuracy, completeness or usefulness of any message.

By using social media related to the SDCBA, you agree not to post any abusive, obscene, vulgar, slanderous, defamatory, knowingly false, inaccurate, hateful, threatening, harassing, and invasive of a person’s privacy, sexually-oriented or any other material that may violate any applicable laws.

You agree not to post any advertisements or solicitations of business. The reproduction of published materials is not permitted. You agree not to post any copyrighted material unless the copyrighted material is posted with permission. Doing any of the foregoing may lead to a ban from the use of the SDCBA's social media

mediums. We reserve the right to reveal your identity in the event of a complaint or legal action arising from any message posted by you.

You agree to indemnify and hold harmless the Association and its affiliates, and their respective members, directors, officers, managers, employees, shareholders, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of our terms of use.

We do not actively monitor or review all postings, however, the administrator and moderators of this page have the right to remove, edit, move or close any topic at any time as they see fit, or block or remove any user. As a user you agree to any information you have entered on this site being stored in a database. You acknowledge that all posts made to this site express the views and opinions of the author and not the SDCBA or its internal team members or any entity associated therewith and hence we will not be held liable for any such postings.

Information posted by the SDCBA may only be re-posted or re-tweeted verbatim, and may not be altered beforehand. Commercial use of any content is strictly prohibited. We may provide links on this site as a convenience to users. We do not endorse, and make no representations or warranties regarding, any of the linked websites, the content of the sites or the product and services offered through these sites.

All material posted by the SDCBA (including, without limitation, text, photographs, graphics, video and audio content) is protected by copyright as a collective work or compilation under the copyright laws of the United States and other countries, and we (subject to the rights of its licensors and licensees under applicable agreements, understandings and arrangements) have rights therein. All individual articles, videos, content and other elements comprising this site are also copyrighted works and we (subject to the rights of its licensors and licensees under applicable agreements, understandings and arrangements) have rights therein.

You agree that we may modify the terms of use (or discontinue our use of this site or page) in our sole discretion, without advance notice, and that your right to access this site is conditioned on an ongoing basis with your compliance with the then-current version of these Terms and Conditions. You should therefore visit this page frequently.

Through your use of social media to access information about the SDCBA, you expressly agree that use of this social media platform is at your sole risk, and there is no warranty that your access or use of this site will be uninterrupted or error free, or that any particular results may be obtained by use of this site. We are not liable for any viruses, worms, "Trojan horses" or other destructive materials possibly contained within this site. It is the user's responsibility to stay apprised of the social media site they are using.

X. Social Media Use for SDCBA Elections

Individuals running for an SDCBA leadership position may use social media to encourage support using their own individual pages, or pages they create.

No candidate information or endorsements may be posted to the SDCBA's pages, whether in comments or otherwise. All election posts must adhere to the SDCBA's election policies.

Page administrators for SDCBA pages or profiles may not endorse any candidates or post information for or about candidates.

Email Outreach

The SDCBA uses its mailing lists to notify members of various opportunities. In addition to its publications, the SDCBA may from time to time send e-notices to its members. The SDCBA has a goal of sending no more than 8 e-communications to its members each month. This target is based on research that addresses member tolerance for email. Given this goal, the SDCBA reserves the right to streamline communications in alternate formats. While listserv communications do not count toward the 8, misuse of the listserv technology may require limiting a member's access to the technology.

Revised by Board November 2012, 2013, 2014, 2015; and December 2016