



LOS ANGELES UNIFIED SCHOOL DISTRICT
Policy Bulletin

TITLE: COMPLIANCE WITH THE 1976 UNITED STATES
COPYRIGHT LAW – COMPUTER SOFTWARE

NUMBER: BUL-716

ISSUER: Margaret A. Klee, Chief Information Officer
Information Technology Division

DATE: January 8, 2004

ROUTING
All Employees
All Locations

POLICY: Federal law and District policy prohibit the unauthorized copying and use of computer software programs. The Federal Copyright Act provides for the recovery of actual or statutory damages for violations of copyright infringement. Damages under federal law may be as much as thirty thousand dollars (\$30,000) for non-willful violations of each work infringed, and as much as one hundred fifty thousand dollars (\$150,000) for willful violations of each work infringed. Some cases may constitute criminal copyright infringement, which is punishable by fines of up to \$250,000 and imprisonment for up to five years. For more information see CASBO article - Attachment A. This article is not intended to be a legal opinion, but is provided for informative and educational purposes only.

By law, Los Angeles Unified School District employees are subject to the U.S. Copyright Act of 1976. **Use or copying of any software product in violation of the applicable license agreement is strictly prohibited.** Any employee found copying software (other than for backup purposes) and/or giving software to any other person is subject to appropriate administrative and/or disciplinary action, up to and including dismissal.

MAJOR CHANGES: This revision replaces Bulletin No. K-20 dated July 1, 2001. The content has been updated to reflect current information on LAUSD policy as it relates solely to computer software. For additional information concerning copyrights, refer to Bulletin No. 714 “Compliance with the 1976 United States Copyright Law” dated January 8, 2004. For additional information concerning internet usage, refer to Bulletin No. K-19 (Rev.) “Acceptable Use Policy (AUP) for the Internet” dated March 15, 2002.

GUIDELINES: The following guidelines apply.

I. Guidelines For The Use Of Computer Software

- a. Supervisors/Principals are to ensure staff members and students are to be made aware of the legal, ethical, and practical problems caused by software piracy and illegal access to any database, electronic bulletin board, web site, CD-ROM, or similar electronic delivery format.



- b. It is permissible to make a back-up copy of a legally owned software program to keep as an archival copy in the event the original disk fails to function.
- c. Loading the contents of one disk or CD-ROM into multiple computers for use at the same time is prohibited without a special license, lab pack arrangement, or permission from the copyright owner.
- d. Software programs may be distributed via a LAN (Local Area Network) or WAN (Wide Area Network) only if the copyright owner's permission has been obtained.
- e. Copying a CD-ROM into a hard drive in order to increase the speed of information retrieval requires permission from the copyright owner.
- f. When software is to be used on a file-serving system, efforts must be made to prevent this software from being copied.

II. Responsibilities Of District Personnel

Site Administrators are required to review the "Software Policy and Code of Ethics" (see Attachment B) with new employees and annually with all other staff. A signed copy of the "Software Policy and Code of Ethics" must be maintained at the location to which the employee is assigned.

A memorandum from the Office of the General Counsel, dated April 30, 2001, directed all Local District Superintendents, as well as the Adult Education Division and the Office of Educational Options to comply with the following:

1. "Require all site administrators to have a working familiarity with District bulletins, codes of ethics and all written policies and protocols relating to computer software use.
2. Through the Local District Instructional Technology Application Facilitators, develop programs designed to educate staff and students about appropriate use of computer software as well as the potential consequences of unlawful use.
3. Designate one staff person within each local district and one administrator at each school to serve as liaison to the District's Software Copyright Compliance Team.
4. Designate one administrator for each local district who will be responsible for devising a uniform system of collecting and recording



software purchase documentation and provide resources sufficient for each site to house software license and purchase records.

5. Ensure that any employee who willfully violates computer software and copyright laws or District policies, or fails to cooperate with the District's compliance officials, will be subject to appropriate administrative or disciplinary action."

In addition, sites are required to maintain a log of software purchased and to secure original CD's/diskettes and/or licenses in a central location. This log should consist of (a) name of software product, (b) number of licenses, (c) date acquired, (d) purchase order number, (e) license agreement number, (f) number of original media (CD's or Disks), (g) computer serial number where installed, and (h) room number where installed. For legal purposes, in case of an audit, proof of purchase may be (a) original CD's/diskettes, (b) license agreement or (c) a copy of the purchase order. Attachment C is a sample of a software log.

For information relating to donation of computer software, please refer to Business Services Division Bulletin No. C-66 (Rev.) "Donations" dated January 8, 2002.

III. Software License Agreements

A. Types Of Software License Agreements

District or Enterprise License - Allows Los Angeles Unified School District to use software on any personal computer anywhere in the district. (The District has a District-wide antivirus license that can be loaded onto all personal computers, and employees, but not students, may also load onto their home computers.)

Site License - Permits a particular school/office to copy software on any personal computer at that site.

Network License - Allows software to be used on a particular local area network. This type of license may be restricted to a number of workstations.

Shrink Wrap License - That license printed on a package of software that usually states, "breaking the seal of the disk package indicates your acceptance of these terms and conditions." This type of license may be for a single-user, network or classroom.



Click Wrap License - Same as Shrink Wrap, except you agree to the terms and conditions on-line.

Single Use License - Permits the licensee to use the software on a single computer only. (Note: Some manufacturers allow you to use a copy of the same software at home and work as long as the software is not being used concurrently.)

B. District Software License Agreements

Wherever possible, the District will purchase site/enterprise licenses, if available and cost effective, for those software products found to be widely used. Software products, licensed to the District, can be found on LAUSDnet at www.lausd.net/lausd/offices/itd/software. Procurement Services Group will have a link on their web site listing Master Contracts for computer hardware and software products. Check the Procurement Services Group web site for further updates at bsd-web.lausd.net/psg/lausd/offices/business_services_division/purchasing/index.jsp.

IV. Additional Sources For Copyright Information

Association for Educational Communications & Technology (AECT) offers books and publications on copyright guidelines for schools. Contact AECT, 1800 N. Stonelake Drive, Suite 2, Bloomington, IN 47404; (877) 677-AECT or visit their web site at www.aect.org.

Association for Information Media and Equipment (AIME) Contact AIME, P.O. Box 9844, Cedar Rapids, IA 52409-9844; (319) 654-0608 or visit their web site at www.aime.org.

CTAP California Software Group Purchase Website offers reduced pricing on software products for schools and offices. ca-soft.sdcoe.k12.ca.us

International Society for Technology in Education (ISTE) distributes copyright resources. Contact ISTE, 480 Charnelton Street, Eugene, OR 97401-2626; (800) 336-5191 or visit their web site at www.iste.org.

Software & Information Industry Association (SIIA) offers Anti-Piracy FAQ's and Copyright related issues. www.siiia.net/piracy/copyright/default.asp



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U.S. Copyright Office. The full text of the Copyright Act of 1976 may be downloaded from www.copyright.gov/title17/circ92.pdf. Circular 21, Reproduction of Copyrighted Works by Educators and Librarians, may be downloaded from www.copyright.gov/cires/circ21.pdf. Contact U.S. Copyright Office, Library of Congress, 101 Independence Ave. S.E., Washington, DC 20559-6000; (202) 707-3000 or visit their web site at www.copyright.gov.

AUTHORITY: Per the terms of the Settlement Agreement dated January 12, 1999, between the Business Software Alliance and the Los Angeles Unified School District.

RELATED RESOURCES: Bulletin No. 714 Compliance with the 1976 United States Copyright Law dated January 8, 2004.
Bulletin No. K-19 – Acceptable User Policy (AUP) for the Internet.

ASSISTANCE: For assistance or further information please contact Vickie Frederick, Director, Network Operations, (213) 241-1070.

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ATTACHMENT A

It's School Purchased Software, So We Can All Use it. . .Right?

by Alan Fillmore
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San Luis Coastal Unified School
District

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WRONG! The use of software is protected by Federal Copyright Law that clearly gives the software manufacturers the right to restrict use of their products. Does your organization actively insure that all software is legally obtained and used? If not, it's time to consider the legal, financial and ethical ramifications of non compliance with software agreements or copyright law. While the topic makes many business officials uncomfortable, the threat of large fines and searching through want ads for that next job should convince everyone to take notice.

All commercially sold software is delivered with certain license agreements. This often appears in the fine print few of us bother to read. It ranks up there with all the other inserts that go straight into the round file. But remember, this is a LEGAL CONTRACT explicitly accepted according to the terms listed. Consider the procedures you normally undertake before entering into contracts and realize this one is no less binding. READ the fine print if you even think of using the software on more than one system. Would you agree for transportation or food services without fully understanding the contractual limitations?

Ponder the implications of looking the other way while your district uses software in violation of the license agreements.

- Developers are deprived of their rightful returns. This discourages further development of the very software you are now using. If the software is important to the operation of your school, you should purchase or otherwise legally obtain the necessary license(s). It is imperative that schools continue to work with the developers to make these packages available to schools at reasonable prices rather than try to bypass costs by making illegal copies.
- Schools risk lawsuits, fines and damaging negative publicity if they use software illegally. Federal law allows for fines in the six-digit range for each violation of copyright law. You likely already have extensive policies in force regarding photocopying copyrighted material and most business officials understand this quite well. Copying software is no less of an infringement on the copyright and the penalties can be severe.
- Lack of user documentation and vendor supplied product support. Quality user manuals and access to vendor support are a requirement for any software used for strategic purposes. If the software is only used casually, why risk the penalties?
- Increased chances of damaging viruses infecting vital records. Looking the other way when software is copied from one machine to another implies it's okay to bring software from home or other sources. Computer viruses are generally spread by passing infected diskettes between machines or by passing infected files across modem connections. Shareware, while available at little cost, and Freeware, available at no cost, obtained by either method can easily contain damaging viruses. Your hard copy records are surely secured in file cabinets. Can you afford to compromise your electronic records?

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ATTACHMENT A

What steps should your organization take to ensure that you are in compliance and remain so in the future?

1. Develop a software use policy. The California School Boards Association (CSBA) sample policies (1988) address copyright issues, including computer software (BP6162.6). Policy information often lags behind rapid technology changes when dealing with contemporaneous situations. A multitude of licensing arrangements have appeared in the last four years. As new technologies are developed and installed, license restrictions sometimes begin to blur. This author's own district extracted the one sentence which is the essence of the entire policy:

Illegal copies of copyrighted programs may not be made or used on school equipment.

Regardless of new technologies or software delivery systems, the organization has given direction and protected itself by mandating in general terms the need to adhere to all laws involving software copyrights.

2. Register all software. Register all software on the forms provided by the manufacturer. Just like trailer bills that often follow major legislative actions and clean up odds and ends, major software releases are often followed by "no cost updates. Without proper registration, the manufacturer's responsibility to remedy deficiencies may be limited. Other reasons to register the software include free product newsletters containing tips to increase productivity and discontinued product upgrades.

3. Establish a single point of contact. Assign responsibility for tracking software to a single individual. This is the one person responsible for "reading" the fine print and insuring all software is fully registered. This person should also distribute all new software, as well as updates, which are periodically released. Fiscal benefits can also be obtained with the designation of software responsibilities to a single individual. "A School" may wish to purchase the same software "B School" bought last year but is no longer using. The assigned individual can then facilitate transferring a valuable resource. That person's familiarity with the gamut of licensing arrangements can save money in other ways as well. Maybe a particular product can be shared among several machines. Lab packs are often available, where one copy of the disk and documentation is supplied with permission to run the software on a specific number of machines. With experience this individual will become knowledgeable about software licensing agreements. Some of the more common licensing arrangements with a brief description are as follows:

Single User License: This type permits the licensee to use the software only on a single computer. In some instances the licensee is prohibited from putting the software on a network even if it is to be used only on one machine. With desktop users taking notebook computers home to work on, these licenses often allow one copy on the desktop machine and one on the notebook, as long as they are not used concurrently.

Site License: This type of license permits the licensee to make as many copies of the software as needed provided they are used at just one site or building. In some cases, it restricts the site more narrowly to a specific classroom or computer lab.

District License: This type of license allows the licensee to put multiple copies of the software on computers located in facilities throughout the district. In some cases, the licensee must specify the sites where the software will be used.

Network License: This type of license permits the licensee to install the software on a file server or equivalent device. In some cases, the computers forming the network may be restricted by the number of computers or by their location. There are often concurrent user restrictions as well. A network may have 50 computers connected but allow only 20 users to access a specific software program at the same time.

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Volume License: This type of license restricts the licensee to a specific number of users within a school site or an entire district. This type of agreement is typically arranged for high volume customers such as large universities or privately owned companies.

4. Keep legitimate backups. One backup copy of all software is allowed. With most software now requiring installation on hard drives, the original diskettes usually suffice as backups. If it is ever necessary to reinstall the software, these diskettes should be readily available. The person assigned responsibility for tracking should also insure there is a legitimate backup copy stored in a secure manner. End users are then relieved of the responsibility of making their own backup copies, the ones that typically find their way to other computer systems.
5. Conduct Periodic Software Audits. If your organization is serious, nothing is more effective than a good audit. Audits can be performed as part of an existing computer maintenance program or at random throughout the year. By keeping accurate records, there should be no question about what belongs on an individual PC or network. Any software not legally obtained should be erased no questions asked.
6. Educate your employees. Inform employees about the legal, ethical and practical implications of illegally using software. Distribute copies of your software policy to every employee having access to a computer. Make it clear that legal support will not be provided to anyone violating Federal copyright law. Implement disciplinary policies to discourage students from committing the same acts of software piracy your employees are warned about. Computers and their software are powerful tools to help educate today's students. In the classroom or in the boardroom they are integral to the entire education process. Use them wisely, ethically and legally. Our students will be the beneficiaries. We, as school business leaders must maintain our perspectives as we deal with the myriad of other issues public education faces in the nineties.

Our actions in running the schools must model the behavior we are trying to instill in the next generation we are educating. If we, as school business leaders, cannot model the highest level of ethical standards, how can we expect our students to do the same?

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Alan Filmore is Chair of the Management Information Services R & D Committee Central Section

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ATTACHMENT B

SOFTWARE POLICY AND CODE OF ETHICS

The Los Angeles Unified School District licenses the use of computer software from a number of third parties. The software developer normally copyrights such software. Federal law and District policy prohibit the unauthorized copying and use of computer software programs. Any employee found copying software (other than for backup purposes) and/or giving software to any other person is subject to appropriate administrative and/or disciplinary action, up to and including dismissal.

All employees and students shall use software only in accordance with its license agreement. Unless otherwise noted in the license, or in the event that software arrived without a license agreement, any duplication of copyrighted software, except for back up and archival purchases, is a violation of Federal law and District policy. This signed Code of Ethics will be filed with the Site Administrator.

1. I will use software according to the provisions of the license agreements.
2. I will not make unauthorized copies of software under any circumstances.
3. I recognize that the District will not tolerate the use of any illegal software copies on District computers.
4. I understand that anyone found copying software other than for back-up purposes is subject to administrative and/or disciplinary action, up to and including dismissal.
5. I understand that anyone found making illegal software copies may be subject to civil and criminal penalties up to \$250,000 per work copied and/or termination from the District.

Your signature below certifies that you have knowledge of the foregoing Federal law provisions and District policy concerning the prohibited and unauthorized copying and use of computer software programs and that you will comply with them. If you are unsure about the scope of a license, you must check with the site administrator designated to answer questions regarding Copyright compliance. You may also call the Software Copyright Compliance Section toll free at 1-877-SW-LICENSE (1-877-795-4236).

Name: _____ Signature: _____
(Please print)

Date: _____ Site: _____

Signature of Site Administrator: _____

