



LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY BULLETIN

TITLE: Compliance with the 1976 United States Copyright Law – Computer Software

NUMBER: BUL 716.2

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

DATE: October 1, 2005

MAJOR CHANGES: This revision replaces Bulletin No. 716 dated January 8, 2004. The content has been updated to reflect current information on LAUSD policy as it relates solely to computer software.

POLICY: Federal law and District policy prohibit the use of unauthorized computer software on District computers and networks. The Federal Copyright Act provides for the recovery of actual, statutory, and punitive damages for copyright infringement and the possibility that the infringer will have to pay legal fees and costs. Damages under federal law may be as much as \$30,000 for non-willful violations of each work infringed, and as much as \$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/or imprisonment for up to five years.

By law, Los Angeles Unified School District employees are subject to the U.S. Copyright Act of 1976. Use of any software product in violation of the applicable license agreement is strictly prohibited. No employee is authorized to use software without a proper software license. Use of unlicensed software on District computers is considered outside the scope of employment, rendering that employee individually liable for any damages caused by their violation of any State or Federal law or statute, including but not limited to the U.S. Copyright Act. Additionally, any employee found using unlicensed software is subject to appropriate administrative and/or disciplinary action, including termination.

Between 1999 and 2004, The Information Technology Division conducted audits of all District computers to determine whether District

ROUTING

All Employees
All Locations



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sites had the appropriate licenses for all software installed on District computers. The inventory of software installed on computers was compared to what licenses were at each site. Unlicensed software was identified and removed from computers. All sites were provided with a report of the licensed software found and unlicensed software removed for that site at the time of the review.

Site administrators are required to continue to monitor adherence to licensing laws and procedures, guard against the introduction of illegal software, and keep the site software license inventory up-to-date. It is the responsibility of school sites, administrative divisions, and Local District offices to perform periodic spot checks on individual computers or conduct yearly inventory to make sure illegal software has not been inadvertently or deliberately installed. If the site administrator cannot locate a current license, the software should be immediately removed from the site computer.

GUIDELINES: I. Types of Software Piracy

End-User Piracy – Occurs when an employee reproduces copies of software without authorization. Even if the employee only helped someone else make unauthorized copies, the employee is still liable under the copyright law. End-user piracy can take the following forms:

- Using one licensed copy to install a program on multiple computers;
- Copying disks for installation and distribution;
- Taking advantage of upgrade offers without having a legal copy of the version to be upgraded;
- Acquiring restricted or non-retail software without a license; and;
- Swapping disks in or outside the workplace.

Client-Server Overuse – Occurs when too many employees on a network are using a central or “master” copy of a program simultaneously. Newer software prevents overuse by denying access when the maximum number of licensed users is reached.

Internet Piracy – Occurs when software is downloaded from the Internet illegally. Internet piracy takes the following forms and often appear perfectly legal, though they are not:



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- Pirate Web sites making software available for free download or in exchange for uploaded programs;
- Internet auction sites offering counterfeit, out-of-channel, or infringing copyright software; and
- Peer-to-Peer networks enabling unauthorized transfer of copyrighted programs.

Hard-Disk Loading – Occurs when the business selling a new computer loads illegal copies of software onto its hard disk without providing evidence of a license with that software. Sites and offices are required to purchase computers off the District’s master contracts, however, in all cases they need to require receipt of all original software licenses, disks, and documentation with every hardware purchase.

Software Counterfeiting – Illegal duplication and sale of copyrighted material with the intent of making digital copies of the copyrighted product.

II. Software License Agreements

A. Types of Software License Agreements

District or Enterprise License - Allows the licensee [the District] to put multiple copies of the software on computers located in facilities throughout the District.

Site 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.

Network License – Permits the licensee to install the software on a file server or equivalent device. This type of license may be restricted to a number of workstations.

Shrink-Wrap License - The 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.



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

Single-Use License - Permits the licensee to use the software on a single computer only. 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. Because desktop users take 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 at the same time.

B. District Software License Agreements

The District has an enterprise license for Symantec antivirus software that can be loaded onto all personal computers used by employees, including the employee's home computer, but may not be used by students on home computers.

Wherever possible, the District will purchase site/enterprise licenses, if available and cost effective, for those software products found to be widely used and beneficial to the District. Software products, licensed to the District, can be found on LAUSDnet at <http://techsupport.lausd.net/software.htm>.

III. Use of Computer Software

- A. All software is protected by U.S. Copyright laws from the time of its creation. Unless otherwise provided in the software license, duplication of copyrighted software, except for backup and archival purposes, is almost always a violation of Federal law and District policy.
- B. Always install and use software in accordance with the license agreement. When someone else installs the software, be sure that individual provides the proof that the product is fully licensed. If you have outsourced your information technology needs to a consultant or application service provider, you are still responsible for license compliance, review and storage.
- C. All copies of obsolete software or copies of software for which the site lacks the appropriate license must be destroyed. Alternatively, the administrator may obtain the license(s)



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necessary to maintain that software on District computers.

- D. Purchase only legitimate software products.
- E. All acquisitions of software and software upgrades must be documented.
- F. All acquisitions of hardware that include bundled software must be documented.
- G. Any software licensed to the District may not be loaned or given to anyone.
- H. No employee may install or distribute unlicensed software or software upgrade.
- I. No employee may use or distribute that employee's personally-owned software on District computers or networks, unless the software and its license is donated to the District.

IV. Responsibilities of District Personnel

- A. Site administrators are required to have a working familiarity with District bulletins, codes of ethics and all written policies and protocols relating to computer software use.
- B. Site administrators must communicate this policy with their employees; educate them about their responsibilities; and remind them about the policy annually. Ensure that any employee who willfully violates computer software and copyright laws or District policies will be subject to appropriate administrative or disciplinary action.
- C. Site Administrators are required to review the "Software Policy and Code of Ethics" (see Attachment A) with new employees and annually with all other staff. A signed copy for each employee of the "Software Policy and Code of Ethics" must be maintained at the location to which the employee is assigned.
- D. Local District Superintendents, through the Local District Instructional Technology Application Facilitators, should



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develop programs designed to educate staff and students about appropriate use of computer software as well as the potential consequences of unlawful use.

- E. Local District Superintendents should designate one administrator for each local district who will be responsible for devising a uniform system of auditing, collecting and recording software purchase documentation and provide resources sufficient for each school site to house records of software licenses.
- F. Sites must maintain a log of software licenses. This log should consist of (a) name of software product, (b) number of licenses and allowable users, (c) date acquired, (d) purchase order/invoice number, (e) license agreement number, (f) number of original media, (g) computer serial number where installed, and (h) room number where installed. Attachment B is a sample of a software log. Secure original media, software licenses, and software/hardware documentation in a central location. For legal purposes, in case of an audit, proof of purchase may be (a) original media, (b) license agreement or (c) a copy of the purchase order/invoice. Designate an employee on-site to be responsible for the process in order to centralize the job and to prevent the necessity of the destruction of valuable District resources simply because correct information is not retained or cannot be found.
- G. All employees who become aware of the use or distribution of unauthorized software within the District must immediately notify their supervisor or the office of the Chief Information Officer and the Office of General Counsel.

AUTHORITY: The Copyright Act, as well as the terms of Settlement Agreement dated January 12, 1999, between the Business Software Alliance and the Los Angeles Unified School District provide authority for compliance.

RELATED

RESOURCES: For additional information concerning copyrights, refer to BUL-714.0 "Compliance with the 1976 United States Copyright Law" dated December 16, 2003. For additional information concerning computer



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usage review BUL-999.0 "Acceptable Use Policy (AUP) for District Computer Systems" dated May 13, 2004

The following Web sites offer additional information concerning copyrights:

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 <http://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 <http://www.aime.org>.

CTAP California Software Group Purchase Website offers reduced pricing on software products for schools and offices. <http://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 <http://www.iste.org>.

Software & Information Industry Association (SIIA) offers Anti-Piracy FAQ's and Copyright related issues. <http://www.sii.net/piracy/>

U.S. Copyright Office. The full text of the Copyright Act of 1976 may be downloaded from <http://www.copyright.gov/title17/circ92.pdf>. Circular 21, Reproduction of Copyrighted Works by Educators and Librarians, may be downloaded from <http://www.copyright.gov/circs/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 <http://www.copyright.gov>.

ASSISTANCE: For questions regarding computer software please contact Vickie Frederick, Director, Network Operations, (213) 241-1070. For questions regarding the law as it pertains to software copyright, please contact the Office of General Counsel at (213) 241-6601.

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:
