

General Statement of Policy

Appointment of a Software Manager

It is the policy of Joint School District #391 to respect all computer software copyrights and to adhere to the terms of all software licenses to which Joint School District #391 is a party. The Technology Coordinator is Joint School District #391's Software Manager, and is charged with the responsibility for enforcing these guidelines.

Joint School District #391 users may not duplicate any licensed software or related documentation for use either on Joint School District #391 premises or elsewhere unless Joint School District #391 is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or Joint School District #391 to both civil and criminal penalties under the United States Copyright Act.

Users may not give licensed software to anyone including students, teachers, administrators and others outside the school district. Joint School District #391 users may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

Approval for Purchase of Software

To purchase software, users must obtain the approval of their supervisor or area manager and then follow the same procedures Joint School District #391 for the acquisition of other Joint School District #391 assets.

Acquisition of Software

All software acquired by Joint School District #391 must be purchased through the business office. Software may not be purchased through user credit cards, petty cash, travel or entertainment budgets. Software acquisition channels are restricted to ensure that Joint School District #391 has a complete record of all software that has been purchased for Joint School District #391 computers and can register, support, and upgrade such software accordingly.

The use of software purchased with dedicated grant, program or project funds will be limited to the grant program or project guidelines throughout the life of the activity. Software should be selected and purchased by the specific program to support the goals of the program.

Registration of Software

When software is delivered, it must first be delivered to the software manager so he/she can complete registration and inventory requirements. The software manager is responsible for completing the registration card and returning it to the software publisher. Software must be registered in the name of Joint School District #391 and job title or department in which it will be used. Due to personnel turnover, software will never be registered in the name of the individual user. The software manager maintains a register of all Joint School District #391's software and will keep a library of software licenses. The register must contain: a) the title and publisher of the software; b) the date and source of software acquisition; c) the location of each installation as well as the serial number of the hardware on which each copy of the software is installed; d) the name of the authorized user; e) the existence and location of back-up copies; f) the software product's serial number.

Installation of Software

After the registration requirements above have been met, the software will be installed by the software manager or a person so designated. Manuals, tutorials, and other user materials will be provided to the user. A copy of the applicable license agreement will be provided to the user. Once installed on the hard drive, the original diskettes will be kept in a safe storage area maintained by the software manager.

Documentation of software provided by outside agencies will include a letter indicating the use and limitations of the software. The agency will provide a copy of the licensing agreement identifying the number of copies for use at sites within the Kellogg School District. The Software will remain the property of the agency until transferred by the agency.

Home Computers

Joint School District #391's computers are organization-owned assets and must be kept both software legal and virus free. Only software purchased through the procedures outlined above may be used on Joint School District #391's machines. Users are not permitted to bring software from home and load it onto Joint School District #391's computers. Generally, organization-owned software cannot be taken home and loaded on an user's home computer if it also resides on Joint School District #391's computer. If a user is to use software at home, Joint School District

#391 will purchase a separate package and record it as an organization-owned asset in the software register. However, some software companies provide in their license

agreements that home use is permitted under certain circumstances. If a user needs to use software at home, he/she should consult with the software manager to determine if appropriate licenses allow for home use.

Shareware software is copyrighted software that is distributed freely through bulletin boards and online services. It is the policy of Joint School District #391 to pay shareware authors the fee they specify for use of their products. Registration of shareware products will be handled the same way as for commercial software products.

Annual Audits

The software manager will conduct a annual audit of all Joint School District #391 's PCs, including portables, to ensure that Joint School District #391 is in compliance with all software licenses. Surprise audits may be conducted as well. Audits may be conducted using an auditing software product. Also, during the annual audit, Joint School District #391 will search for computer viruses and eliminate any that are found. The full cooperation of all users is required during audits.

Penalties and Reprimands

According to the US Copyright Act, illegal reproduction of software is subject to civil damages of as much as US \$100,000 per title infringed, and criminal penalties, including fines of as much as US \$250,000 per title infringed and imprisonment of up to five years. A Joint School District #391 user who makes, acquires, or uses unauthorized copies of software will be disciplined as appropriate under the circumstance. Such discipline may include termination of employment. Joint School District #391 does not condone the illegal duplication of software and will not tolerate it.

User Agreement

If you have any additional questions about the above policies, address them to the Technology Coordinator at District Offices before signing this agreement.

I have read Joint School District #391 's anti-piracy statement and agree to abide by it as consideration for my continued employment by Joint School District #391 . I understand that violation of any above policies may result in my termination.

User Signature

Date

Employee Usage Guidelines for Joint School District #391

PURPOSE

All users will use software only in accordance with its license agreement. Unless otherwise provided in the license, any duplication of copyrighted software, except for backup and archival purposes, is a violation of copyright law. In addition to violating copyright law, unauthorized duplication of software is contrary to Joint School District #391 's standards of conduct. The following points are to be followed to comply with software license agreements:

1. We will use all software in accordance with its license agreements.
2. Legitimate software will promptly be provided to all users who need it. No Joint School District #391 user will make any unauthorized copies of any software under any circumstances. Anyone found copying software other than for backup purposes is subject to termination.
3. We will not tolerate the use of any unauthorized copies of software in our organization. Any person illegally reproducing software can be subject to civil and criminal penalties including fines and imprisonment. We do not condone illegal copying of software under any circumstances and anyone who makes, uses, or otherwise acquires unauthorized software will be appropriately disciplined.
4. No user will give software to any outsiders including students, other teachers, and others.
5. Any user who determines that there may be a misuse of software within the organization will notify the software manager, department manager, or legal counsel.

6. All software used by the organization on organization-owned computers will be purchased through appropriate procedures.

I have read Joint School District #391 's software code of ethics. I am fully aware of our software compliance policies and agree to abide by those policies. I understand that violation of any above policies may result in my termination.

User Signature

Date

Employee Internet Usage Policy

As part of this organization's commitment to the utilization of new technologies, many of our employees have access to the Internet. In order to ensure compliance with the copyright law, and protect ourselves from being victimized by the threat of viruses or hacking into our server, the following is effective immediately:

1. It is Joint School District #391's policy to limit Internet access to official business. Employees are authorized to access the Internet, for personal business, after-hours, in strict compliance with the other terms of this policy. The introduction of viruses, or malicious tampering with any computer system, is expressly prohibited. Any such activity may immediately result in termination of employment.
2. Employees using Joint School District #391's accounts are acting as representatives of the School District . As such, employees should act accordingly so as not to damage the reputation of the organization.
3. Files which are downloaded from the Internet must be scanned with virus detection software before installation or execution. All appropriate precautions should be taken to detect for a virus and, if necessary, to prevent its spread.
4. The truth or accuracy of information on the Internet and in E-mail should be considered suspect until confirmed by a separate (reliable) source.
5. Employees shall not place company material (copyrighted software, internal correspondence, etc.) on any publicly accessible Internet computer without prior permission.

6. Alternate Internet Service Provider connections to Joint School District #391's internal network are not permitted unless expressly authorized and properly protected by a firewall or other appropriate security device(s).
7. The Internet does not guarantee the privacy and confidentiality of information. Sensitive material transferred over the Internet may be at risk of detection by a third-party. Employees must exercise caution and care when transferring such material in any form.
8. Unless otherwise noted, all software on the Internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.
9. Any infringing activity by an employee may be the responsibility of the organization. Therefore, this organization may choose to hold the employee liable for their actions.
10. This organization reserves the right to inspect an employee's computer system for violations of this policy.

I have read Joint School District #391's anti-piracy statement and agree to abide by it as consideration for my continued employment by School District. I understand that violation of any above policies may result in my termination.

User Signature

Date

ADOPTED: December 8, 1997

AMENDED: November 9, 1998

AMENDED: July 10, 2007