

**COPYRIGHT AND OTHER INTELLECTUAL PROPERTY COMPLIANCE**

The Centennial School Board recognizes its responsibility to provide only lawfully acquired materials in support of the District's programs and services.

The Superintendent is responsible for implementing this policy.

**Policy: 5.10**

Adopted: ..... 06/09/87

Amended: ..... 06/09/92

..... 04/08/97

..... 04/09/02

..... 04/08/08

## INSTRUCTION 5.0

### COPYRIGHT AND OTHER INTELLECTUAL PROPERTY COMPLIANCE

- I. Purpose – All persons employed by CSD have legal and ethical obligations to comply with this policy and to comply with intellectual property restrictions, including copyright law, and trademark law. Therefore, unlawful copies shall not be made. Unlawful use of uncopyrighted materials and/or intellectual property shall be prohibited.
- II. Employees are responsible for understanding and complying with the District’s Policy relating to copyrighted material and other intellectual property. A copy of the policy shall be made available to every employee and its provisions discussed by the principal/supervisor with all staff members at the start of each school year.
  - A. In order to use copyrighted materials or other materials that may be the subject of intellectual property rights by others, in ways not covered by District guidelines, as set forth in this Policy, an employee must substantiate that such use adheres to provisions of the Copyright Law, other Federal or State legislation, fair use guidelines and other protections of intellectual property or that permission has been obtained, in writing, from the copyright holder.
  - B. Staff members shall not ask or require other staff members to violate federal laws and District guidelines.
  - C. An employee who willfully violates this policy shall be deemed to be acting beyond the scope of his/her employment and may not be entitled to the legal and/or insurance protection of the District.
- III. Video (including all formats such as VHS, DVD, CD Rom, Blu-ray, High Def)
  - A. Rental and purchase
    1. Videos rented or purchased carry only home use rights. Unless public performance rights are specifically purchased or granted and can be documented, such videos shall not be shown in any school facility for entertainment, recreation, or time-filling purposes.
    2. Home use videos may be used in a school facility only in a planned, face-to-face teaching activity in a classroom or other instructional area. Teachers shall submit a Home Use Video Rental request form to the principal for approval prior to using a video rental (Attachment A).
  - B. Broadcast taping
    1. Teachers shall, prior to utilizing a commercial off-air audio/video or a public service off-air audio/video, submit completed Permission To Use Commercial Off Air Audio/Video or Public Service Off-Air Audio/Video to the principal for approval on the appropriate form (Attachments B and C).

2. Videos obtained through broadcast taping must be used within ten school days of taping and must not be used after that time. If the video was taped in a District facility and/or on a district-supplied tape, the tape must be erased not more than forty-five consecutive days after taping.
  3. Broadcast recordings may be used once for instruction and one more time for review within the ten-day period noted above.
  4. More than one copy may be made if more than one teacher plans to use the video, but all such copies are subject to the restrictions noted above.
  5. A program may not be taped in anticipation of use in the absence of a specific request for its use.
  6. A broadcast recording may be retained permanently only under two conditions:
    - a. Permission to record and retain has been granted in advance and can be substantiated in print or writing.
    - b. A request is made through the Director of Teaching and Learning to obtain permission to retain the copy and such permission is received from the copyright holder or other person authorized to grant such permission.
- C. Videos borrowed or rented from any source may not be copied without permission of the copyright holder. Anyone copying such materials must be able to provide written or printed proof of permission.

#### IV. Computer Service

- A. Copying software is not permitted.
- B. A copyrighted disk may not be loaded into two or more computers to be used simultaneously or networked unless a site license has been obtained from the copyright holder. Anyone using a program in this manner must be able to provide evidence of a license.
- C. Downloading from a remote computer must not violate copyright guidelines and/or the terms of the District/school's contract with the vendor.

#### V. Print Materials

- A. When copying without permission, the following guidelines for spontaneity, brevity, and cumulative effect apply:
  1. Spontaneity  
If the decision to use copyrighted material does not allow sufficient time to request and receive permission from the copyright holder, the materials may be copied without permission. If the material is to be used again, however, permission from the copyright holder must be obtained.

2. Brevity

- a. Poetry – User may copy excerpts of not more than 250 words (except to complete a line) or a complete poem of less than 250 words, if it is printed on not more than two pages.
  - b. Prose – User may copy a complete article, story or essay of less than 2500 words or excerpts of not more than 1,000 words or 10% of a longer work, whichever is less.
  - c. Illustrations – Not more than one illustration from a book or periodical may be copied.
- B. An employee may not create and make copies of an anthology of copyrighted articles, stories, poems, or other texts.
- C. An employee may make multiple copies of copyrighted material, not to exceed one copy per student in a class, providing a notice of copyright appears on the sheets copied and that all other fair use guidelines have been observed.
- D. Not more than one short poem, article, story, essay or two excerpts may be copied from the same author, nor more than three from the same collective work or periodical volume during one class term.
- E. Restrictions to making copies shall not apply to current news periodicals and newspapers and current news sections of other periodicals.

VI. Music

- A. For an imminent performance, a music teacher may make one copy of a lost excerpt of a copyrighted musical work with the understanding that it must be replaced with a purchased copy.
- B. For academic purposes other than a performance, single or multiple copies of excerpts of works may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performance unit such as a selection, movement or aria, but in no case more than ten percent of the whole work. The number of copies shall not exceed one copy per pupil.
- C. For academic purposes other than a performance, a single copy of an entire performance unit (section, movement, aria, etc.) that is, (1) confirmed by the copyright proprietor to be out of print or (2) unavailable except in a larger work, may be made by or for a teacher solely for the purpose of his or her scholarly research or in preparation to teach a class.
- D. Printed copies which have been purchased may be edited or simplified provided that the fundamental character of the work is not distorted or the lyrics, if any, altered or lyrics added if none exists.

- E. A single copy of recordings of performances by students may be made for evaluation or rehearsal purposes and may be retained by the educational institution or individual teacher.
- F. A single copy of a sound recording or copyrighted music may be made of sound recordings owned by an educational institution or an individual teacher for the purpose of constructing aural exercises or examinations and may be retained by the educational institution or individual teacher. (This pertains only to the copyright of the music itself and not to any copyright, which may exist in the sound recording.)
- G. The following actions are prohibited:
  - 1) Copying to create or replace or substitute for anthologies, compilations or collective works
  - 2) Copying of or from works intended to be “consumable” in the course of study or of teaching such as workbooks, exercises, standardized tests and answer sheets and the like
  - 3) Copying for the purpose of performance, except as provided in 1 above
  - 4) Copying for the purpose of substituting for the purchase of music, except as provided in 1 and 2 above
  - 5) Copying without inclusion of the copyright notice, which appears on the printed copy.

## VII. Equipment with Copying Capabilities

The following warnings/cautions shall be posted on signs as appropriate next to all copying machines, and/or in all computer labs, or other technology equipment. The same information shall be part of the log in screen on all computers.

### A. Photocopying equipment

**WARNING CONCERNING  
COPYRIGHT RESTRICTIONS**

The Copyright Law of the United States  
governs the making of photocopies or other  
reproductions of copyrighted material.  
Refer to CSD Policy 5.10 and copyright  
guidelines in library.

### B. Recorders (Cassette, video, DVD, NP3 or other such technology)

**CENTENNIAL SCHOOL DISTRICT**

Equipment cannot be used to record or to play illegal material.  
Refer to CSD Policy 5.10 and copyright guidelines in library.

### C. Computers

#### Warning Concerning Copyright Restrictions

The Copyright Law of the United States governs the making of copies or other reproductions of copyrighted material. The illegal use of copyrighted software and copyrighted information obtained from the Internet by students and staff is prohibited. Any data uploaded to or downloaded from the Internet shall be subject to “fair use” guidelines. Refer to CSD Policy 5.10 and copyright guidelines in each library or on CenNet.

**HOME USE VIDEO RENTAL REQUEST**

1. Teacher \_\_\_\_\_ Date \_\_\_\_\_  
 2. Subject Area \_\_\_\_\_ Grade \_\_\_\_\_  
 3. Date of Viewing \_\_\_\_\_ Time(s) \_\_\_\_\_
4. Title of Video \_\_\_\_\_ Subject \_\_\_\_\_  
 Length \_\_\_\_\_ Minutes
5. Program Content and Correlation to Curriculum: \_\_\_\_\_
- 

6. Rental Dealer \_\_\_\_\_
- Does rental firm  
 require signed  Yes\*  
 agreement for home  
 use only?  No

**\*If permission is granted, I agree to limit use of the video to my class or classes as cited above and to personally use the video in a normal classroom-teaching situation. The video will not be used by another teacher in the District.**

7. My signature confirms that I have read and understood District Policy 5.10 and I certify that my request is in compliance with the Policy and supports the Planned Course of Study.

\_\_\_\_\_  
 Teacher Date

8. Principal's Action  Approved  
 Not Approved

\_\_\_\_\_  
 Principal Date

**PERMISSION TO USE COMMERCIAL OFF-AIR AUDIO/VIDEO**

1. Teacher \_\_\_\_\_ Date \_\_\_\_\_
2. Subject Area \_\_\_\_\_ Grade \_\_\_\_\_
3. Date of Viewing \_\_\_\_\_ Time(s) \_\_\_\_\_
4. Program Title \_\_\_\_\_ Channel \_\_\_\_\_ Time \_\_\_\_\_ to \_\_\_\_\_
5. Program Content and Correlation to Curriculum: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_ Length \_\_\_\_\_ Minutes

6. If permission is granted, I agree to use the audio/video as detailed above, and further agree that the audio/video will not be used by another teacher in the District. A repeat viewing, if necessary, will be for reinforcement purposes only.
7. My signature confirms that I have read and understood District Policy 5.10 and I certify that my request is in compliance with the Policy and supports the Planned Course of Study.

\_\_\_\_\_  
Teacher\_\_\_\_\_  
Date-----  
(For Administrative Use Only)

1. Permission Granted  Yes Principal's Initials \_\_\_\_\_  
 No
2. Program Title, Date, Time and Channel \_\_\_\_\_
3. Tape I.D. # \_\_\_\_\_ To be recorded by \_\_\_\_\_

\_\_\_\_\_  
Principal\_\_\_\_\_  
Date

**PERMISSION TO USE PUBLIC SERVICE OFF-AIR AUDIO/VIDEO**

1. Teacher \_\_\_\_\_ Date \_\_\_\_\_

2. Subject Area \_\_\_\_\_ Grade \_\_\_\_\_

3. Date of Viewing \_\_\_\_\_ Time(s) \_\_\_\_\_

4. Program Title \_\_\_\_\_ Channel \_\_\_\_\_ Time \_\_\_\_\_ to \_\_\_\_\_

5. Program Content and Correlation to Curriculum: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Length \_\_\_\_\_ Minutes

6. If permission is granted, I agree to use the audio/video as detailed above.

7. My signature confirms that I have read and understood District Policy 5.10 and I certify that my request is in compliance with the Policy and supports the Planned Course of Study.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

(For Administrative Use Only)

8. Permission Granted  Yes Principal's Initials \_\_\_\_\_

No

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date