

3189.2R EMPLOYEE USE OF DISTRICT LICENSED SOFTWARE

A. General

Companies that sell computer software to the District generally retain media rights over the software. Media rights are typically set forth in the software license. Some companies that sell software to the District provide a software license which, subject to various restrictions, may allow certain District employees to install and use the software on a personal home computer. Other companies provide a software license which prohibits any type of installation or use on a home computer.

B. Scope and Application

The installation and use of District licensed software on an employee's home computer is a privilege, not a right. Proper home use of District licensed software by an eligible employee can benefit both the District and the employee.

This policy applies to all District employees who install or use any District licensed software on a home computer. Not all employees are eligible to install and use District licensed software on their home computer. Only those employees who have the right to access and use the software on a District owned computer during the regular course of their employment with the District are eligible to install and use District licensed software on a personal home computer. Such employees may use District licensed software which is installed on a home computer solely for school business purposes, including educational purposes. Personal use is prohibited.

C. District Responsibilities

The District's Technology Division is responsible for the management of all software media licenses. The Technology Division will review the District's software media licenses and develop a list of software which eligible employees may install and use on their home computer subject to this policy and the terms of the software license.

Before loaning District licensed software to an eligible employee for installation on an employee's home computer, a member of the Technology Division must provide the employee a copy of the software license, and the employee must provide the Technology Division with a signed and completed Agreement for Home Use of District Licensed Software. The District's Director of Technology is authorized to sign that Agreement on behalf of the District.

D. Employee Responsibilities

1. Before borrowing any District licensed software for installation or use on a personal home computer, the employee must complete and sign an Agreement for Home Use of District Licensed Software, a copy of which is set forth below.
2. The employee must personally own the computer that is identified in the Agreement for Home Use of District Licensed Software.
3. The employee may install the District licensed software only on the computer identified in the signed and completed Agreement for Home Use of District Licensed Software. District technical staff will not install any District software on another employee's home computer, and District technical staff are not responsible for providing assistance or training on how to install District licensed software on a personal home computer.
4. The employee will pay all costs that are directly or indirectly related to the installation of District licensed software on the employee's home computer.
5. The employee will not give, loan, or knowingly allow any other individual to copy, or otherwise use the diskette or CD containing the District licensed software.
6. The employee will not permit any other person to use District licensed software that

is installed on the employee's personal home computer. The employee will take reasonable precautions to ensure that other persons do not access or use District software that is installed on the employee's home computer.

7. The employee will use District licensed software that is installed on his/her home computer solely for school business purposes, including educational purposes. Personal use is prohibited.
8. The employee will comply with all applicable District policies including, but not limited to, District Policy 3190. The employee will also comply with all applicable copyright laws.
9. The employee will immediately and completely remove (i.e. uninstall and delete) all District licensed software, including fonts and other extensions or components of the software, from the employee's home computer if any of the following occur:
 - (a) the Director of Technology, the Superintendent, or the School Board requests in writing that the employee remove the software from his or her personal home computer;
 - (b) the employee resigns or retires, or the employment relationship is otherwise terminated; or
 - (c) the employee decides to transfer ownership of the home computer to any other person, including a family member. The employee will pay all costs that are directly or indirectly related to the removal of District licensed software from the employee's home computer.

E. Limitation of District Liability

Employees who install or use District licensed software on their personal home computers do so at their own risk. The District will not be responsible for any damage an employee incurs including, but not limited to, loss, damage or unavailability of data stored on the employee's diskettes, tapes, hard drives or servers. The District is not responsible for the accuracy or quality of any media storage device loaned to the employee. The District will not be responsible for financial obligations arising through unauthorized use of the District's licensed software.

References:

Duluth School District Policy 3190 and 3190R (Copyright Policy and Regulation)

Duluth School District Policy 3187 (Use Policy for Technology and Internet)

Duluth School District Policy 3189 and 3189R (Software Copyright and Management Regulation)

Approved: 05-16-2000 ISD 709

*Refer also to the required form of "Agreement for Home Use of District Licensed Software" (attached).

Agreement for Home Use of District Licensed Software

This Agreement is entered into by and between Independent School District No. 709, Duluth Public Schools ("District") and an employee of the District, (print name with middle initial) _____ ("Employee").

WHEREAS, the installation and use of District licensed software on Employee's home computer is a privilege, not a right.

WHEREAS, Employee desires to install and use District licensed software on Employee's personal home computer.

WHEREAS, Employee currently uses the software identified below on a District owned computer during the regular course of Employee's employment with District.

NOW, THEREFORE, IN CONSIDERATION OF the above and the mutual promises and agreements below, Employee and District hereby agree as follows:

1. District will loan Employee a diskette or CD containing the software identified in paragraph 3 below, so that Employee can install and use the software on Employee's personal home computer.
2. Employee has read, understands, and agrees to comply with Policy 3188R, District's policy regarding Employee Use of District Licensed Software. Employee understands that any violation of that policy could result in disciplinary action against Employee, including possible termination of his/her employment, as well as criminal or civil action against Employee.

3. Employee agrees that the District licensed software titled: _____, version number _____ will be installed only on Employee's personal home computer, which has the following identifying characteristics:

Computer Manufacturer: _____

Model: _____

CPU Serial Number: _____

4. Employee agrees to return the diskette/CD containing the software to the District Technology Division within seven (7) calendar days from the date of this Agreement, or obtain written permission from the Technology Division to borrow the diskette/CD for a longer period of time. If Employee fails to return the diskette/CD in working condition and within the allotted time, District or the software producer may charge Employee for the full retail cost of the software. Employee will be responsible for any loss, theft, or damage that occurs to the diskette/CD while it is on loan to Employee.
5. Employee agrees to immediately and completely remove (i.e. un install and delete) all District licensed software, including fonts and other extensions and components of the software, from the employee's home computer if any of the following occur: (a) the Director of Technology, the Superintendent, or the School Board requests in writing that Employee remove the software from his or her personal home computer; (b) Employee resigns, retires, or the employment relationship is otherwise terminated; (c) Employee decides to transfer ownership of the home computer to any other person, including a family member; or Employee decides to salvage/scrap the home computer. Employee will be responsible for any costs associated with the removal of District licensed software from Employee's home computer.
6. Employee agrees to assume all liability and reimburse District for any and all court costs and legal judgments that arise from Employee's failure to comply with this Agreement, the software license, and any applicable federal or state law. Employee understands that a violation of federal or state law could result in substantial monetary penalties and criminal action . 1
7. Employee understands that the installation or use of District licensed software on a personal home computer is at Employee's own risk, and Employee agrees that District will not be responsible for any damage Employee incurs as a result of installing or using District licensed software on Employee's home computer.
8. This Agreement will be placed in Employee's personnel file.

Dated: _____

Employee

Dated: _____

Director of Technology

Independent School District No. 709

RRM: 4539