

**Sec. 4.21.1. COPYRIGHTED MATERIAL**

United States Copyright Law (Copyright Law) establishes copyright protection in original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Works of authorship include the following categories:

1. Literary works;
2. Musical works, including any accompanying words;
3. Dramatic works, including any accompanying music;
4. Pantomimes and choreographic works;
5. Pictorial, graphic, and sculptural works;
6. Motion pictures and other audiovisual works;
7. Sound recordings; and
8. Architectural works.

In no case does copyright protection for an original work of authorship extend to any idea, procedure, process, system, method of operation, concept, principle, or discovery, regardless of the form in which it is described, explained, illustrated, or embodied in such work.

**Sec. 4.21.2. OWNERSHIP OF COPYRIGHT**

Copyright in a work protected under Copyright Law vests initially in the author or authors of the work. The authors of a joint work are co-owners of copyright in the work.

**Sec. 4.21.2.1. Work for Hire**

In the case of a work made for hire, the employer or other person for whom the work was prepared is considered the author under Copyright Law and, unless the parties have expressly agreed otherwise in a written instrument signed by them, owns all of the rights comprised in the copyright.

A “work made for hire” is:

1. A work prepared by an employee within the scope of his or her employment; or
2. A work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.

A “supplementary work” is a work prepared for publication as a secondary adjunct to a work by another author for the purpose of introducing, concluding, illustrating, explaining, revising,

commentating upon, or assisting in the use of the other work, such as forewords, afterwards, pictorial illustrations, maps, charts, tables, editorial notes, musical arrangements, answer material for tests, bibliographies, appendixes, and indexes.

An “instructional text” is a literary, pictorial, or graphic work prepared for publication and with the purpose of use in systematic instructional activities.

#### **Sec. 4.21.3. EXCLUSIVE RIGHTS**

Under Copyright Law, the owner of a copyright has the exclusive rights:

1. To reproduce the copyrighted work in copies or phonorecords;
2. To prepare derivative works based upon the copyrighted work;
3. To distribute copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
4. In the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works, to perform the copyrighted work publicly;
5. In the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work, to display the copyrighted work publicly; and
6. In the case of sound recordings, to perform the copyrighted work publicly by means of a digital audio transmission.

##### **Sec. 4.21.3.1. Fair Use**

An exception to the exclusive rights enjoyed by copyright owners is the doctrine of fair use. The fair use of a copyrighted work, including such use by reproduction in copies or phonorecords or by any other means specified by Copyright Law, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. The following factors shall be considered in determining fair use:

1. The purpose and character of the use, including whether the use is of a commercial nature or for nonprofit educational purposes.
2. The nature of the copyrighted work.
3. The amount and importance of the portion used in relation to the copyrighted work as a whole.
4. The effect of the use upon the potential market for or value of the copyrighted work.

##### **Sec. 4.21.3.2. Performances and Displays**

Additional exceptions related to performances and displays include performance or display of a work by instructors or pupils in the course of face-to-face teaching activities of a nonprofit educational institution, in a classroom or similar place devoted to instruction, unless, in the case

of a motion picture or other audiovisual work, the performance, or the display of individual images, is given by means of a copy that was not lawfully made under Copyright Law, and that the person responsible for the performance knew or had reason to believe was not lawfully made.

#### **Sec. 4.21.3.3. Guidelines**

**Arrow Academy** employees who wish to use copyrighted print material and sheet music shall follow the guidelines set forth in the “Agreement on Guidelines for Classroom Copying in Not-for-Profit Educational Institutions” and “Guidelines for Educational Uses of Music.” Those guidelines establish a minimum guaranteed fair use, not a maximum. Any use that falls within those guidelines is a fair use; any use that exceeds these guidelines shall be judged by the four factors stated above and may be subject to challenge. Any determination regarding whether a use that exceeds the guidelines is a fair use shall rest with an appropriate court of law.

#### **Sec. 4.21.3.4. Prohibitions**

Notwithstanding the fair use guidelines, the following shall be prohibited:

1. Copying of print materials and sheet music to create or replace or substitute for anthologies, compilations, or collective works. This prohibition against replacement or substitution applies whether copies of various works or excerpts are accumulated, or reproduced and used separately.
2. Copying of or from works intended to be “consumable” in the course of study or teaching. These works include workbooks, exercises, standardized tests, test booklets, answer sheets, and like consumable material.

Copying shall not substitute for the purchase of books, publishers’ reprints, or periodicals; be directed by higher authority; or be repeated with respect to the same item by the same teacher from term to term.

No charge shall be made to the student beyond the actual cost of the photocopying.

Additional prohibitions regarding the use of music are:

1. Copying for the purpose of performance, except as permitted under the “Guidelines for Educational Use of Music.”
2. Copying for the purpose of substituting for the purchase of music, except as permitted under the “Guidelines for Educational Use of Music.”
3. Copying without inclusion of the copyright notice that appears on the printed copy.

#### **Sec. 4.21.4. BROADCAST PROGRAMS**

Broadcast programs, including commercial and public television and radio, shall not be videotaped or tape-recorded for reuse without permission, except within the following guidelines:

1. A broadcast program may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable re-transmission) and retained by **Arrow Academy** for a period not to exceed the first 45 consecutive calendar days after date of recording. At the end of that retention period, off-air recordings shall be erased or destroyed.
2. Off-air recordings may be used once by individual teachers in the course of relevant teaching activities and repeated once only when instructional reinforcement is necessary during the first ten consecutive school days within the 45-calendar-day retention period. “School days” are actual days of instruction, excluding examination periods.
3. Off-air recordings shall be made at the request of and used by individual teachers and shall not be regularly recorded in anticipation of requests. No broadcast program shall be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program is broadcast.
4. A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers under these guidelines. Each such additional copy shall be subject to all provisions governing the original recording. All copies of off-air recordings shall include the copyright notice on the broadcast program as recorded.
5. After the first ten consecutive school days, off-air recordings may be used up to the end of the 45-calendar-day retention period only to determine whether or not to include the broadcast program in the teaching curriculum and shall not be used in **Arrow Academy** for student exhibition or any other nonevaluative purpose without authorization.
6. Off-air recordings need not be used in their entirety, but the recorded programs shall not be altered from their original content. Off-air recordings shall not be physically or electronically combined or merged to constitute teaching anthologies or compilations.

#### **Sec. 4.21.5. COPYRIGHT INFRINGEMENT**

Anyone who violates any of the exclusive rights of the copyright owner or of the author is an infringer of the copyright or right of the author. The legal or beneficial owner of an exclusive right under a copyright is entitled, subject to the requirements of Copyright Law, to institute an action for any infringement of that particular right committed while he or she is the owner of it.

#### **Sec. 4.21.6. ONLINE COPYRIGHT INFRINGEMENT**

##### **Sec. 4.21.6.1. Limitation of Liability**

To the extent that **Arrow Academy** is a “service provider” (regarding online services) under 17 U.S.C. 512(k) and meets other conditions in 17 U.S.C. 512, **Arrow Academy** shall not be liable for monetary relief or certain injunctive or other equitable relief, except as allowed under 17 U.S.C. 512(j), for copyright infringement in certain online services (transitory communications,

system caching, storage of information on systems or networks at the instruction of users, and information location tools) provided by **Arrow Academy**.

#### **Sec. 4.21.6.2. Eligibility for Limitations on Liability**

The limitations on liability referenced above shall apply to **Arrow Academy** only if **Arrow Academy**:

1. Has adopted and reasonably implemented, and informs subscribers and account holders of **Arrow Academy**'s system or network of, a policy that provides for the termination in appropriate circumstances of subscribers and account holders of the service provider's system or network who are repeat infringers; and
2. Accommodates and does not interfere with standard technical measures. The term "standard technical measures" means technical measures that are used by copyright owners to identify or protect copyrighted works and:
  - a. Have been developed pursuant to a broad consensus of copyright owners and service providers in an open, fair, voluntary, multi-industry standards process;
  - b. Are available to any person on reasonable and nondiscriminatory terms; and
  - c. Do not impose substantial costs on service providers or substantial burdens on their systems or networks.

#### **Sec. 4.21.7. TRADEMARKED MATERIAL**

The term "trademark" includes any word, name, symbol, or device, or any combination thereof, used by a person or which a person has a bona fide intention to use in commerce and applies to register on the principal register to identify and distinguish his or her goods, including a unique product, from those manufactured or sold by others and to indicate the source of the goods, even if that source is unknown.

##### **Sec. 4.21.7.1. Service Mark**

The term "service mark" means any word, name, symbol, or device, or any combination thereof, used by a person or which a person has a bona fide intention to use in commerce and applies to register on the principal register to identify and distinguish the services of one person, including a unique service, from the services of others and to indicate the source of the services, even if that source is unknown. Titles, character names, and other distinctive features of radio or television programs may be registered as service marks notwithstanding that they, or the programs, may advertise the goods of the sponsor.

##### **Sec. 4.21.7.2. Certification Mark**

The term "certification mark" means any word, name, symbol, or device, or any combination thereof, used by a person other than its owner or which its owner has a bona fide intention to

permit a person other than the owner to use in commerce and files an application to register on the principal register to certify regional or other origin, material, mode of manufacture, quality, accuracy, or other characteristics of such person's goods or services or that the work or labor on the goods or services was performed by members of a union or other organization.

#### **Sec. 4.21.7.3. Collective Mark**

The term "collective mark" means a trademark or service mark used by the members of a cooperative, an association, or other collective group or organization or which such cooperative, association, or other collective group or organization has a bona fide intention to use in commerce and applies to register on the principal register and includes marks indicating membership in a union, an association, or other organization.

#### **Sec. 4.21.7.4. Liability**

A person may be liable in a civil action by the registrant for the remedies provided in law if the person, without the consent of the registrant:

1. Uses in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive; or
2. Reproduces, counterfeits, copies or colorably imitates a registered mark and applies such reproduction, counterfeit, copy or colorable imitation to labels, signs, prints, packages, wrappers, receptacles or advertisements intended to be used in commerce upon or in connection with the sale, offering for sale, distribution, or advertising of goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive.

#### **Sec. 4.21.8. PATENT INFRINGEMENT**

Except as otherwise provided in applicable law, whoever without authority makes, uses, offers to sell, or sells any patented invention, within the United States, or imports into the United States any patented invention during the term of the patent, infringes the patent.

Whoever actively induces infringement of a patent shall be liable as an infringer.

Whoever offers to sell or sells within the United States or imports into the United States a component of a patented machine, manufacture, combination, or composition, or a material or apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use, shall be liable as a contributory infringer.

**Sec. 4.21.9. INTELLECTUAL PROPERTY**

All copyrights, trademarks, and other intellectual property rights shall remain with **Arrow Academy** at all times.

**Sec. 4.21.9.1. Students**

A student shall retain all rights to work created as part of instruction or using **Arrow Academy** technology resources.

**Sec. 4.21.9.2. Employees**

As an agent of **Arrow Academy**, an employee, including a student employee, shall not have rights to work he or she creates on **Arrow Academy** time or using **Arrow Academy** technology resources. **Arrow Academy** shall own any work or work product created by an **Arrow Academy** employee in the course and scope of his or her employment, including the right to obtain copyrights.

If the employee obtains a patent for such work, the employee shall grant a non-exclusive, non-transferable, perpetual, royalty-free, district-wide license to **Arrow Academy** for use of the patented work. An **Arrow Academy** employee shall own any work or work product produced on his or her own time, away from his or her job and with personal equipment and materials, including the right to obtain patents or copyrights.

An **Arrow Academy** employee may apply to the Superintendent or designee to use **Arrow Academy** materials and equipment in his or her creative projects, provided the employee agrees either to grant to **Arrow Academy** a non-exclusive, non-transferable, perpetual, royalty-free, district-wide license to use the work, or permits **Arrow Academy** to be listed as co-author or co-inventor if **Arrow Academy** contribution to the work is substantial. **Arrow Academy** materials do not include student work, all rights to which are retained by the student.

**Sec. 4.21.9.3. Works Made for Hire**

**Arrow Academy** may hire an independent contractor for specially commissioned work(s) under a written works-made-for-hire agreement that provides that **Arrow Academy** shall own the work product created under the agreement, as permitted by copyright law. Independent contractors shall comply with copyright law in all works commissioned.

**Sec. 4.21.9.4. Return of Intellectual Property**

Upon the termination of any person's association with **Arrow Academy**, all permission to possess, receive, or modify **Arrow Academy**'s intellectual property shall also immediately

terminate. All such persons shall return to **Arrow Academy** all intellectual property, including but not limited to any copies, no matter how kept or stored, and whether directly or indirectly possessed by such person.

**Sec. 4.21.10. USE OF COPYRIGHTED MATERIAL**

Unless the proposed use of a copyrighted work is an exception under the “fair use” guidelines maintained by the Superintendent or designee, **Arrow Academy** shall require an employee or student to obtain a license or permission from the copyright holder before copying, modifying, displaying, performing, distributing, or otherwise employing the copyright holder’s work for instructional, curricular, or extracurricular purposes. This policy does not apply to any work sufficiently documented to be in the public domain.

**Sec. 4.21.10.1. Technology Use**

All persons are prohibited from using **Arrow Academy** technology in violation of any law including copyright law. Only appropriately licensed programs or software may be used with **Arrow Academy** technology resources. No person shall use **Arrow Academy**’s technology resources to post, publicize, or duplicate information in violation of copyright law. The Board shall direct the Superintendent or designee to employ all reasonable measures to prevent the use of **Arrow Academy** technology resources in violation of the law. All persons using **Arrow Academy** technology resources in violation of law shall lose user privileges in addition to other sanctions.

**Sec. 4.21.10.2. Electronic Media**

Unless a license or permission is obtained, electronic media in the classroom, including motion pictures and other audiovisual works, must be used in the course of face-to-face teaching activities as defined by law.

**Sec. 4.21.11. TRADEMARK USE**

**Arrow Academy** protects all **Arrow Academy** and campus trademarks, including names, logos, mascots, and symbols, from unauthorized use.

**Sec. 4.21.11.1. School-Related Use**

**Arrow Academy** grants permission to students, student organizations, parent organizations and other **Arrow Academy** affiliated school-support or booster organizations to use, without charge, **Arrow Academy** and campus trademarks to promote a group of students, an activity or event, a campus, or **Arrow Academy**, if the use is in furtherance of school-related business or activity. The Superintendent or designee shall determine what constitutes use in furtherance of school-

related business or activity and is authorized to revoke permission if the use is improper or does not conform to administrative regulations.

**Sec. 4.21.11.2. Public Use**

Members of the general public, outside organizations, vendors, commercial manufacturers, wholesalers, and retailers shall not use **Arrow Academy** trademarks without the written permission of the Superintendent or designee. Any production of merchandise with **Arrow Academy** trademarks for sale or distribution must be pursuant to a trademark licensing agreement and may be subject to the payment of royalties. Any individual, organization, or business that uses **Arrow Academy** trademarks without appropriate authorization shall be subject to legal action.