

INTELLECTUAL PROPERTY

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(LOCAL)

Intellectual Property	All copyrights, trademarks, and other intellectual property rights <u>belonging to the District</u> shall remain with the District at all times. <u>Except as provided by law, policy, or written authorization from the Superintendent, the use of District intellectual property shall be limited to District-related purposes.</u>
Students	A student shall retain all rights to <u>their own</u> work created as part of instruction or using District technology resources.
Employees <i>District Ownership</i>	As an agent of the District, an employee, including a student employee, shall not have rights to work he or she creates <u>created</u> on District time or using District technology resources. The District shall own any work or work product created by a District employee in the course and scope of his or her <u>District</u> employment, including the right to obtain <u>patents or</u> copyrights.
<i>Employee Ownership</i>	If the employee obtains a patent for such work, the employee shall grant a non-exclusive, non-transferable, perpetual, royalty-free, Districtwide license to the District for use of the patented work. A District employee shall own any work or work product produced on his or her own <u>personal</u> time, away from his or her job and with personal equipment and materials, including the right to obtain patents or copyrights.
Permission <u>Excep tion</u>	A District employee may apply to t <u>The Superintendent or designee shall have the authority to permit</u> use <u>of</u> District materials and equipment in his or her creative <u>developing the employee's own</u> projects, provided the employee agrees either <u>in writing</u> to grant to the District a non-exclusive, non-transferable, perpetual, royalty-free, District-wide license to use the work, or permits the District to be listed as co-author or co-inventor if the District contribution to the work is substantial. District materials do not include student work, all rights to which are retained by the student.
Works Made For Hire <u>Independent Contractors</u>	The District may hire an independent contractor for specially commissioned work(s) under a written works-made-for-hire agreement that provides that the District 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.
Return Of Intellectual Property	Upon the termination of any person's association with the District, all permission to possess, receive, or modify the District's intellectual property shall also immediately terminate. All such persons shall return to the District 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.

Copyright

Unless the proposed use of a copyrighted work is an exception under the “fair use” guidelines maintained by the Superintendent or designee, the District 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.

Technology Use

~~All persons are prohibited from using~~ Use of District technology in violation of any law, including copyright law, is prohibited. Only appropriately licensed images, applications, programs or other software may be used with District technology resources. ~~No person shall use the~~ The District’s technology resources shall not be used to post, publicize, or duplicate information in violation of copyright law. The ~~Board shall direct the~~ Superintendent or designee ~~to~~ shall employ all reasonable measures to prevent the use of District technology resources in violation of the law. ~~All persons~~ Any person using District technology resources in violation of ~~the~~ law shall lose user privileges in addition to other sanctions. [See BBI, and CQ, ~~and DH~~]

Performances and Displays

The display and performance of copyrighted material, including motion pictures, dramatic works, musical performances, or other audio and visual works, may only occur as part of instructional activities and in accordance with the following:

- As a regular part of teaching and directly related to the curriculum;
- During face-to-face teaching activities;
- When viewed in a classroom or designated place of instruction; and
- With a lawfully made copy or through authorized access.

~~Electronic and~~
Social Media

The use of copyrighted material is prohibited in ~~electronic and~~ social media unless a license or permission has been obtained.

Designated Agent

The District shall designate an agent to receive notification of alleged online copyright infringement and shall notify the U.S. Copyright Office of the designated agent’s identity. The District shall include on its ~~Web site~~ website information on how to contact the District’s designated agent and a copy of the District’s copyright policy. Upon notification, the District’s designated agent shall take all actions necessary to remedy any violation. The District shall provide the designated agent appropriate training and resources necessary to protect the District.

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If a content owner reasonably believes that the District's technology resources have been used to infringe upon a copyright, the owner may notify the designated agent.

Trademark

The District protects all District and campus trademarks, including names, logos, mascots, and symbols, from unauthorized use.

School-Related Use

The District grants permission to students, student organizations, parent organizations, and other District-affiliated school-support or booster organizations to use, without charge, District and campus trademarks to promote a group of students, an activity or event, a campus, or the District, if the use is in furtherance of a school-related business or activity. The Superintendent or designee shall determine what constitutes use in furtherance of a school-related business or activity and is authorized to revoke permission if the use is improper or does not conform to administrative regulations.

Public Use

Members of the ~~general~~-public, outside organizations, vendors, commercial manufacturers, wholesalers, and retailers shall not use District trademarks without ~~the~~-written ~~permission of~~authorization ~~from~~ the Superintendent or designee. Any production of merchandise with District 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 District or campus trademarks without appropriate authorization ~~shall~~may be subject to legal action.