

Sec. 4.21.1. OWNERSHIP OF INTELLECTUAL PROPERTY

All copyrights, trademarks, and other intellectual property rights shall remain with Life School at all times.

Sec. 4.21.1.1. Student Work

A student shall generally retain all rights to work created as part of instruction or using Life School technology resources, unless the student and Life School enter into an agreement transferring or assigning to Life School rights to the work created.

Sec. 4.21.1.2. Employee Work

As an agent of Life School, an employee, including a student employee, shall not have rights to work he or she creates on Life School time or using Life School technology resources. Life School shall own any work or work product created by a Life School 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 Life School for use of the patented work. A Life School 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.

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

Sec. 4.21.1.3. Works Made for Hire

A work made for hire is:

1. A work prepared by a Life School employee within the scope of employment; or
2. A work specially ordered or commissioned for use as a contribution to a collective work (for example, a supplementary work, a test, an instructional text, answer material for a test, etc.) if the parties agree in a signed written instrument that the work is considered a work made for hire.

Life School may hire an independent contractor for specially commissioned work(s) under a written works-made-for-hire agreement that provides that Life School 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. 4.21.1.4. Return of Intellectual Property

Upon the termination of any person's association with Life School, all permission to possess, receive, or modify Life School's intellectual property shall also immediately terminate. All such persons shall return to Life School 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. 4.21.2. 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, Life School 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. 4.21.2.1. Technology Use

All persons are prohibited from using Life School technology in violation of any law including copyright law. Only appropriately licensed programs or software may be used with Life School technology resources. No person shall use Life School'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 Life School technology resources in violation of the law. All persons using Life School technology resources in violation of law shall lose user privileges in addition to other sanctions, up to and including termination of employment.

Sec. 4.21.2.2. 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. 4.21.3. TRADEMARK USE

Life School protects all Life School and campus trademarks, including names, logos, mascots, and symbols, from unauthorized use.

Sec. 4.21.3.1. School-Related Use

Life School grants permission to students, student organizations, parent organizations and other Life School affiliated school-support or booster organizations to use, without charge, Life School and campus trademarks to promote a group of students, an activity or event, a campus, or Life School, 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. 4.21.3.2. Public Use

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