Sec. 1. OWNERSHIP OF INTELLECTUAL PROPERTY

All copyrights, trademarks, and other intellectual property rights shall remain with Raul Yzaguirre Schools for Success ("RYSS") at all times.

a) *Student Work*

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

b) *Employee Work*

As an agent of RYSS, a RYSS employee shall not have rights to work he or she creates on RYSS time or using RYSS technology resources. RYSS shall own any work or work product created by a RYSS 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 RYSS for use of the patented work. A RYSS 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 RYSS employee may apply to the Superintendent or designee to use RYSS materials and equipment in his or her creative projects, provided the employee agrees either to grant to RYSS a non-exclusive, non-transferable, perpetual, royalty-free, district-wide license to use the work, or permits RYSS to be listed as co-author or co-inventor if RYSS contribution to the work is substantial. RYSS materials do not include student work, all rights to which are retained by the student.

c) *Works Made for Hire*

A "work made for hire" is:

1. A work prepared by a RYSS 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.

RYSS may hire an independent contractor for specially commissioned work(s) under a written works-made-for-hire agreement that provides that RYSS shall own the work product created under

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the agreement, as permitted by copyright law. Independent contractors shall comply with copyright law in all works commissioned.

d) ***Return of Intellectual Property***

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

a) ***Technology Use***

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

b) ***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. 3. TRADEMARK USE

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

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a) ***School-Related Use***

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

b) ***Public Use***

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

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