Sec. 1. OWNERSHIP OF INTELLECTUAL PROPERTY

All copyrights, trademarks, and other intellectual property rights shall remain with Academy of Accelerated Learning, Inc. at all times.

a) *Student Work*

A student shall retain all rights to work created as part of instruction or using Academy of Accelerated Learning, Inc. technology resources.

b) *Employee Work*

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

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etc.) if the parties agree in a signed written instrument that the work is considered a work made for hire.

Academy of Accelerated Learning, Inc. may hire an independent contractor for specially commissioned work(s) under a written works-made-for-hire agreement that provides that Academy of Accelerated Learning, Inc. 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.

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

Upon the termination of any person's association with Academy of Accelerated Learning, Inc., all permission to possess, receive, or modify Academy of Accelerated Learning, Inc.'s intellectual property shall also immediately terminate. All such persons shall return to Academy of Accelerated Learning, Inc. 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, Academy of Accelerated Learning, Inc. 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 Academy of Accelerated Learning, Inc. technology in violation of any law including copyright law. Only appropriately licensed programs or software may be used with Academy of Accelerated Learning, Inc. technology resources. No person shall use Academy of Accelerated Learning, Inc.'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 Academy of Accelerated Learning, Inc. technology resources in violation of the law. All persons using Academy of Accelerated Learning, Inc. technology resources in violation of law shall lose user privileges in addition to other sanctions.

b) ***Electronic Media***

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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

Academy of Accelerated Learning, Inc. protects all Academy of Accelerated Learning, Inc. and campus trademarks, including names, logos, mascots, and symbols, from unauthorized use.

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

Academy of Accelerated Learning, Inc. grants permission to students, student organizations, parent organizations and other Academy of Accelerated Learning, Inc. affiliated school-support or booster organizations to use, without charge, Academy of Accelerated Learning, Inc. and campus trademarks to promote a group of students, an activity or event, a campus, or Academy of Accelerated Learning, Inc., 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 Academy of Accelerated Learning, Inc. trademarks without the written permission of the Superintendent or designee. Any production of merchandise with Academy of Accelerated Learning, Inc. 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 Academy of Accelerated Learning, Inc. trademarks without appropriate authorization shall be subject to legal action.

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