

This is a NEW optional policy regarding intellectual property created by students or employees using school district resources. The creation of intellectual property is no longer limited to post-secondary institutions. Students and employees in K-12 are creating intellectual property using school district resources and schools have no policy regarding the ownership and/distribution of intellectual property. A strict intellectual property policy may stifle creativity, while a non-existent or lenient policy may lead to the abuse of school district resources for personal gain. This policy attempts to strike a balance encouraging and incentivizing creativity, allowing the creator ownership rights, while at the same time allowing the public or school to benefit from the development of the intellectual property using public resources.

The Soda Springs School District No. 150 (hereinafter “District”) respects the intellectual property of others, including students and employees. The purpose of this policy is to provide the necessary protections and incentives to encourage both the discovery and development of new knowledge and its transfer for public benefit; *a secondary purpose is to guide the generation of revenue for the District and its Author(s)*. The ownership rights to intellectual property that is created in whole or part at the District or with the use of District resources shall be determined generally as set forth in this policy.

## **DEFINITIONS**

For the purposes of this Policy, the following definitions apply:

“Author” is defined as the individual or as part of a group of other “authors” invents, authors, discovers, or otherwise creates intellectual property.

“Course materials” are defined as any and all materials prepared for use in teaching, fixed or unfixed, in any form, including, but not limited to, digital, print, audio, visual, or any combination thereof. Course materials include, but are not limited to, lectures, lecture notes, and materials, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentation, and educational software.

“Creator” is defined as being synonymous with and can be used interchangeably with “author” as used in this policy.

“District facilities” is defined to include, but is not limited to, buildings, equipment, and other facilities under the control of the District.

“District funds” are defined as funds under the control and responsibility, or authority of the District, regardless of source.

“District resources” are defined as all tangible resources including, but not limited to, buildings, equipment, facilities, computers, software, personnel, and funding.

“Employee” is an individual employed by the District in a full-time or part-time position, including classified staff, student employees, appointed personnel, persons with “no salary”

appointments, volunteers, contractors, persons on a supplemental contract, and certificated staff, unless there is an agreement providing otherwise.

“Intellectual property” is defined as any works, products, processes, tangible research property, copyrightable subject matter, works of art, trade secrets, know how, inventions and other creations the ownership which are recognized and protected from unauthorized exploitation by law. Examples of intellectual property include scholarly, artistic, and instructional materials.

“Student” is defined as any individual who is attending or who has attended any schools within the District.

“Work” is defined as any “original work of authorship fixed in a tangible medium” as used in the federal Copyright Act.

### **EMPLOYEE INTELLECTUAL PROPERTY RIGHTS**

*Option A: Absent an agreement to the contrary (See Policy Procedure \_\_\_\_), any and all works created by a District employee within the scope of employment are owned by the District.*

*Option B: A District employee who is the creator of an academic work in his or her field of expertise owns the copyright in that work. Academic works include textbooks, lecture notes and other course materials, literary works, artistic works, musical works, architectural works and software produced with no more than nominal or incidental use of the District’s resources. Academic works described in this paragraph are owned by the employee even though such works may have been developed within the employee’s scope of employment. The District shall retain a non-exclusive, royalty-free, irrevocable license to use intellectual property created by a District employee while employed by the District. Employees may not use District resources to commercialize or publish a work without written approval from the District Board.*

Intellectual property unrelated to an individual's employment responsibilities with the District, that is developed on an individual's own time and without the District’s support or use of District resources or facilities is the exclusive property of the creator and the District has no interest in any such property and holds no claim to any profits resulting from such intellectual property.

### **STUDENT INTELLECTUAL PROPERTY RIGHTS**

*District students who create a work are owners of and have intellectual property rights in that work. District students own the intellectual property rights in the following works created while they are students at the District: (1) intellectual property created to meet course requirements using District resources, and (2) intellectual property created using resources available to the public. The District shall retain a non-exclusive, royalty-free, irrevocable license to use intellectual property created by a student. Intellectual property works created by students while acting as District employees shall be governed under provisions for employees. Students may not use District resources to commercialize or publish a work without written approval from the District Board.*

### **AUTHORITY TO REFERENCE DISTRICT**

*The District shall have the right and sole authority to determine whether or not to put its name on a work. If so requested by the District, the author agrees to credit the District, in a manner satisfactory to the Board or its designee, in any way to the creation of such work. Similarly, the author agrees upon request to remove any reference to the District in the work.*

**RELEASE OF LIABILITY**

*Any student or employee who creates or participates in the creation of a work using District resources or facilities agrees to indemnify and hold harmless the District against any loss, damage, liability, or expense that it may incur as a result of the preparation, production, or distribution of such work, including but not limited to, any material in such work that infringes or violates any copyright, right of privacy, or any other right of any person, or is libelous, obscene, or contrary to law.*



**LEGAL REFERENCE:**

Idaho Code Section 33-506

**ADOPTED:**

**AMENDED:**

*\*Language in text set forth in italics is optional.*