

## **P1675 OWNERSHIP OF EMPLOYEE PRODUCTS**

### **BOARD POLICY:**

**In order to encourage employee creativity and to protect the rights of both the creative employee and the public, the administration shall establish procedures to clearly assign the rights of ownership of employee products.**

Administrative Implemental Procedures:

1. Rights of ownership, as used herein, include the right to copyright or patent and the right to sell and/or distribute.
2. The school district has all rights of ownership of products produced by an employee during hours that the employee was paid by the district.
3. The school district has all rights of ownership of products produced by an employee in which the use of district supplies and/or equipment played a dominant role.
4. Ownership of products produced by an employee in a federal program during hours that the employee was paid by federal funds and/or in which the use of federally funded supplies or equipment played a dominant role lies in the public domain.
5. The employee has all rights of ownership of products produced by the employee other than during those hours paid by the district and in which the use of district supplies and equipment did not play a dominant role.
6. The school district may enter into an agreement in advance with an employee to produce a product. In such cases, the agreement shall assign whatever rights of use and ownership as may be appropriate.
7. If doubt exists as to whom the rights of ownership belong, the employee and the appropriate representative(s) of the district may execute a written agreement. If the employee does not initiate and enter into such an agreement within one year of the completion of the product, the rights of ownership shall pass to the district. Listed below are the procedures to be followed:
  - a. Instructional materials
    - (1) The employee producer will obtain forms from Library Media Services and complete the original with two copies for each claim.
    - (2) The original and two copies will be referred to the Superintendent for review.
    - (3) After review, the Superintendent approves or denies the request. If approved, it will be forwarded to the Clerk of the Board of Education for final signature. If denied, the reasons shall be prepared in writing and forwarded to the employee.

- (4) One signed copy of the final agreement will be forwarded to the initiating employee; one copy will be forwarded for filing in the office of the Superintendent and one copy will be retained by the Clerk of the Board of Education.
  - b. Non-instructional products
    - (1) The employee producer will obtain forms from the Superintendent and complete the original with two copies for each claim.
    - (2) The original and two copies will be referred to the Superintendent for review.
    - (3) After review, the Superintendent approves or denies the request. If approved, it will be forwarded to the Clerk of the Board of Education for final signature. If denied, the reasons shall be prepared in writing and forwarded to the employee.
    - (4) One signed copy of the final agreement will be forwarded to the initiating employee; one copy will be forwarded for filing in the office of the Superintendent and one copy will be retained by the Clerk of the Board of Education.
8. The agreement referred to in 7 above shall provide:
  - a. A specific description of all products covered by the agreement.
  - b. A statement by the employee that the product was not produced during hours paid for by the district and that the use of school supplies and/or equipment did not play a dominant role in the production.
  - c. That the employee is the owner of such product for all time and may alter such product as he/she chooses.
  - d. That the district shall have free use of such product for all time and may alter such product as it chooses.
  - e. That the district will not distribute such product to persons outside Unified School District 259 without the written consent of the employee.
  - f. That the employee may copyright or patent the product as he/she chooses insofar as the district is concerned.
  - g. That the employee may distribute and/or sell the product as he/she chooses insofar as the district is concerned.

Administrative Responsibility: Superintendent  
Latest Revision Date: February 2006  
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