INTELLECTUAL PROPERTY - DISTANCE EDUCATION PROGRAM

PROCEDURES

A. *All teachers developing curriculum and / or teaching via distance education for the Strait Regional School Board shall be requested to complete a Distance Education Copyright Agreement (see Appendix A).*

B. *It is expected that Distance Education Copyright Agreements shall be given to the teacher at the same time as their regular teaching assignment. It shall be expected that these will be signed and returned in accordance with the dates established for teacher assignments.*

C. *Teachers who have developed curriculum before the current release of Policy V-B-4 shall be asked to sign an agreement specifically designed for this purpose (see Appendix B.)*

Appendix A

Strait Regional School Board Distance Education Copyright Agreement.
Between the Strait Regional School Board & Teacher Employee(s)

1) *The teacher(s) hereby agree(s) to create the following:*

2) *The Board agrees to the following provisions:*

3) *The Employee represents and acknowledges that, at the time the Employee created the work(s) described in paragraph 1 above, the Employee did so in the course of its employment with the Strait Regional School Board Distance Education Program. The Employee agrees to transfer, assign and convey to the Strait Regional School Board all of its entire right, title and interest in and to the copyright in the work(s) outlined in paragraph 1 above, the same to be held and enjoyed by the Strait Regional School Board as fully and completely as the same could have been held and enjoyed by Employee if this transfer had not been made.*

4) *The Strait Regional School Board reserves the right to publish, modify, use or amend, or to change the medium of the works created in whole or in part or not to publish, use or amend, or to change the medium of the works created in whole or in part the works outlined in paragraph 1 above.*

5) *Employee waives all of its moral rights in the works outlined in paragraph 1 above with the exception of its right to be associated with the works outlined in paragraph 1, as their author, or under a pseudonym, or to remain anonymous."*

6) *The Employee will co-operate fully with the Strait Regional School Board, at the request and expense of the Strait Regional School Board, to execute and deliver any documents, assignments, transfers and the like and to do such other acts as the Strait Regional School Board may reasonably request for the purpose of carrying out and giving full force and effect to the assignment of copyright in this Agreement.*

7) *The Employee agrees that the employment by and salary received from the Strait Regional School Board, and the provisions outlined in paragraph two (2) above, shall be the full consideration and compensation for all services performed by the Employee in relation to works created for the Distance Education Program.*

Signatures:

Date: _____ **Superintendent of schools (or designate):** _____**Witness:** _____

Date: _____ **Teacher(s):** _____ **Witness:** _____

_____

Appendix B

Strait Regional School Board
Distance Education Copyright Agreement

Between the Strait Regional School Board & Teacher Employee(s)

1. _____ *hereby agree (s) to the following:*

a. *To continue the development and delivery of the distance education on-line resources for* _____ *initiated prior to the 2003-2004 school year.*

2. *The Board agrees to the following provisions:*

a. *To provide laptop computer for the teacher to perform this work at school and at home.*

b. *To provide connectivity to the internet at school and at home for the development and delivery of this course.*

c. *The primary intention for the on-line resources listed above is their use in the distance education courses and these resources will be shared with others only in special circumstances. The Board will make reasonable effort to notify the author if the author is currently in the employ of the Board.*

d. *Notwithstanding the Strait Board's ownership of the copyright of the distance education on-line resources listed above, the author may freely use these resources for teaching and or professional development within the Board. In the case of other uses, the author may request permission to use these resources from the Board.*

e. *The teacher agrees to ensure the on-line resources listed above are copyright clear, or, in the case of content where third party ownership may be involved, the teacher shall identify these areas by November 30, 2002. The Board shall assist by providing one (1) day with a substitute provided for the teacher to identify any areas needing copyright clarification or third party permissions.*

f. *The teacher agrees to participate with Board staff in the development of an overall plan for the provision and improvement of the Board's distance education program. This planning process shall be initiated by Board staff and address:*

i. *Individual PD plans*
ii. *Team pedagogical and curriculum design PD*
iii. *Program design and delivery standards*
iv. *Promotion of the Distance Education program*
v. *Support Structures (school contacts)*

3. *The Employee represents and acknowledges that, at the time the Employee created the work(s) described in paragraph #1 above, the Employee did so in the course of its employment with the Strait Regional School Board Distance Education Program. The Employee agrees to transfer, assign and convey to the Strait Regional School Board all of its entire right, title and interest in and to the copyright in the work(s) outlined in paragraph #1 above, the same to be held and enjoyed by the Strait Regional School Board as fully and completely as the same could have been held and enjoyed by Employee if this transfer had not been made.*

4. *The Strait Regional School Board reserves the right to publish, modify, use or amend, or to change the medium of the works created in whole or in part or not to publish, use or amend, or to change the medium of the works created in whole or in part the works outlined in paragraph 1 above.*

5. *The Employee waives all moral rights in the works outlined in item one above with the exception of the right to be associated with the works outlined in item one, as the author, or under a pseudonym, or to remain anonymous.*

6. *The Employee will co-operate fully with the Strait Regional School Board, at the request and expense of the Strait Regional School Board, to execute and deliver any documents, assignments, transfers and the like and to do such other acts as the Strait Regional School Board may reasonably request for the purpose of carrying out and giving full force and effect to the assignment of copyright in this Agreement.*

7. *The Employee agrees that the employment by and salary received from the Strait Regional School Board, and the provisions outlined in paragraph two (2) above, shall be the full consideration and compensation for all services performed by the Employee in relation to works created for the Distance Education Program .*

Signatures:

Date: _____ **Superintendent of schools (or designate):** _____ **Witness:** _____

Date: _____ **Teacher(s):** _____ **W itness:** _____

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