

August 28, 2025

**AUTHORIZE THE COMMENCEMENT OF THE PUBLIC COMMENT PERIOD FOR THE OWNERSHIP
OF INTELLECTUAL PROPERTY POLICY**

THE INTERIM SUPERINTENDENT/CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board authorize the commencement of the Public Comment Period from August 29, 2025 to September 29, 2025 for the Policy described in the disposition table below. Pursuant to Board Bylaws Rule 1-2 VI (B), the Board must authorize the commencement of the Public Comment Period.

Current Policy Section/ Current Policy Title	New Policy Section/ New Policy Title	Description of Revision/Disposition
Board report 00-0322-PO2, Ownership of Intellectual Property Policy		The purpose of this policy is to establish clear and consistent guidelines regarding the ownership of intellectual property created through the work of the Board of Education ("Board" or "CPS") employees and third parties, including vendors, contractors, subcontractors, and consultants. The Board regularly engages in projects involving the development of software, databases, studies, educational materials, and other works that constitute intellectual property.

Approved as to Legal Form:

Signed by:

Elizabeth Barton

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Elizabeth K. Barton
Acting General Counsel

Initial
LB

Approved:

Signed by:

Macqueline King

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Macqueline King, Ed.D
Interim Superintendent/Chief Executive Officer

**AMEND BOARD REPORT 00-0322-PO2
OWNERSHIP OF INTELLECTUAL PROPERTY POLICY**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS

That the Chicago Board of Education ("Board") amend Board Report 00-0322-PO2, Policy on Ownership of Intellectual Property in response to the Board's biennial policy review requirement.

INTRODUCTION/PURPOSE:

~~The Board of Education collaborates with vendors, contractors, subcontractors and consultants (third parties) in numerous projects involving the collection of data, the development of databases tailored specifically for CPS, the creation of software customized for CPS, the formulation of studies and recommendations based on data collected with the assistance and approval of CPS, the creation of educational products and materials, and derivatives (new materials added to existing works) all of which constitute "intellectual property." Additionally, Board employees conducting the duties of their employment engage in work that results in the creation of intellectual property. This policy is intended to create guidelines that will protect CPS' ownership of all the intellectual property that results from the work of third parties and CPS employees working within the scope of their duties with the Board.~~

The purpose of this policy is to establish clear and consistent guidelines regarding the ownership of intellectual property created through the work of the Board of Education ("Board" or "CPS") employees and third parties, including vendors, contractors, subcontractors, and consultants. The Board regularly engages in projects involving the development of software, databases, studies, educational materials, and other works that constitute intellectual property. This policy ensures that the Board retains ownership of intellectual property created within the scope of employment or contractual engagement, thereby safeguarding the Board's investments, promoting innovation, and supporting the development of tools and resources that advance its educational mission.

POLICY TEXT:

I. SCOPE OF THE POLICY

This policy ~~should be followed by~~ applies to any third party working for Chicago Public Schools ("CPS"); all CPS vendors; all CPS employees; and all CPS departments.

This policy ~~will apply~~ applies to all intellectual property covered by 17 U.S.C. 101 ~~et seq et seq.~~, the Copyright Act of 1976, as amended.

II. ~~Third Parties~~ CONTRACTUAL OBLIGATIONS FOR THIRD PARTIES

- A. Contractual Agreement:** Pursuant to Board Rules ~~2-5.1 and 5-10.1~~ 7, all third parties providing ~~to the Board~~ goods and services involving intellectual property to the Board must enter into a contract approved by the Board of Education. Such contracts shall include the ownership, confidentiality, and dissemination of information provisions described below.

1. Board Ownership of Intellectual Property: Each contract between third parties and the CPS shall include an ownership subsection which stipulates that all intellectual property prepared or generated as a result of the agreement between the third party and the Board of Education shall at all times be and remain the property of the Board. All intellectual property shall be delivered to the Board upon demand at any time and in any event shall be promptly delivered to the Board upon expiration or termination of the agreement.

2. Confidentiality: In performance of services for the Board, a third party may have access to or receive certain information that is not generally known to others ("confidential information"). All third parties must agree not to use or disclose any confidential information or any records, reports, or documents prepared or generated as a result of this agreement

with the Board without prior written consent of the Board ~~or its designee~~. This provision shall survive the expiration or termination of the agreement between the parties.

3. Dissemination of Information: A third party shall not disseminate any information obtained in performance of services for CPS without the prior written consent of the Board ~~or its designee~~. In the event that a third party is presented with a request for documents by any administrative agency or with a ~~subpoena duces tecum~~ subpoena duces tecum regarding any records, data, other documents which may be in the third party's possession as a result of the services being conducted for the Board, the third party shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such ~~process by any means available to it before such records, data, other documents are submitted to the court or other documents are submitted to a court or other third party.~~ disclosure prior to submission of any documents to a court or other third party. However, third parties shall not be obligated to withhold such delivery of documents beyond the time ordered by the a court of law or administrative agency, ~~unless the subpoena or request is quashed or withdrawn, or the time to produce is otherwise extended.~~ A third party agrees that their ~~to cause its~~ key personnel, staff and/or subcontractors, if any, ~~to maintain comply with~~ the same confidentiality obligations agreed to by the third party itself.

- B. Exceptions:** Any exceptions or deviations to the ownership, confidentiality, and dissemination provisions of this Policy must be approved by the General Counsel of the Board.
- C. Enforcement:** Third party violations of this Policy by a third party will be considered as a breach of contract.

III. **BOARD CPS EMPLOYEES**

- A. Work Made for Hire:** The Board owns any intellectual property created by ~~Board CPS~~ employees working within the scope of ~~his or her~~ their employment duties under the "work made for hire" ~~provisions~~ doctrine of the federal Copyright Act law. The Board's ownership of such intellectual property remains in effect after the employees' employment relationship with ~~the Board CPS~~ has ceased.

For purposes of this policy, "within the scope of employment duties" includes, but is not limited to:

1. Development of curriculum, lesson plans, instructional materials, and assessments created for use in Board schools or programs;
2. Educational content developed as part of assigned teaching, training, or administrative responsibilities;
3. Software, applications, or databases developed using Board resources or as part of a Board-approved project;
4. Reports, manuals, policies, research, presentations, and similar works created in connection with an employee's assigned job functions;
5. Materials produced during work hours, using Board equipment, facilities, or funding;
6. Any work created pursuant to a specific direction or assignment from a supervisor or department.

CPS acknowledges that employee creativity and collaboration drive innovation and commits to recognizing staff contributions through internal acknowledgments and showcases, where appropriate.

B. Enforcement: ~~Board personnel~~ CPS employees who violate the Ppolicy will be subject to discipline pursuant to the ~~Employee Discipline~~ Employee Discipline and Due Process Policy for Union Employees (Except CTU) Code (16-0525-PO2).

Amends/Rescinds	<u>Amends 00-0223-PO2</u>
Cross References	
Legal References	<u>17 U.S.C. §§ 101-810</u>
<u>Public Comment</u>	