

CBA Tip: **NEW* Contractual Language on Intellectual Property*

Intellectual Property is detailed in Article L.2.0 in the CBA. The FA negotiated strong rights for faculty, and it includes some groundbreaking language for protections from the use of AI to manipulate or alter our intellectual property.

The Article starts with clear definitions on what constitutes Intellectual Property (IP)- our materials, works, or other inventions; what “extraordinary support” entails; and what joint faculty intellectual property means as well as what it means to “share” one’s IP. It is important that these terms be carefully defined and understood as they are used throughout the remainder of the article to provide clarity.

The next section, then focuses on faculty ownership of Intellectual Property. The bottom line: unless an agreement with the District has been made for a work for hire, faculty members will have ownership of any intellectual property created in connection with and in support of teaching courses or other duties as employees of the District. Simply, solid, and complete. This section is where we have negotiated groundbreaking language in an IP article regarding limitations on AI being utilized to alter, manipulate, or adapt our IP without prior written consent of the faculty member. This includes creating derivative works of our instructional materials; modifying our course content; replicating our voice, likeness, teaching style, or persona; and/or training AI models from our work.

The next section clarifies District ownership. They will own any IP in which they have entered into a written agreement with the faculty member as a “work or invention for hire” or with “extraordinary support.” Again, it is critical to reference those terms in the definition section. The District will also retain ownership of operational type works like APs, BPs, Course Outlines of Records, Program Review, evaluation documents, etc. Finally, the District will have the right of “non-exclusive and royalty free license” to faculty’s course content for a period of one year during and after course completion only for the purpose of allowing students to complete a course for which content was created and the faculty member is no longer available to complete the course. Additionally, the District may access instructional materials that are necessary for legitimate business purposes such as for grade appeals, awarding credit for prior learning, or complying with other legal requirements. These are all typical rights of a District.

The next section affords a mutually agreed upon District-Faculty Member joint ownership. Again, this section confirms that these joint ownership conditions must be in writing and the respective ownership interest be codified.

This is then followed by Faculty Sharing of IP and provides assurances that the sharing of IP with other faculty is voluntary and the sharing does not transfer ownership or create joint ownership. Faculty may decline a request to share or copy their IP for use by another faculty member without fear of disciplinary or other adverse action. This section concludes with the parameters of faculty obligation to share instructional materials for accreditation, evaluation or other business purposes.

The next section includes language on Faculty-District Affiliation that details the ways a faculty member may identify their relationship with the District when presenting works or inventions for hire to the public. And the final section provides the regulations and requirements should a faculty member assign their own instructional materials for profit.

If you think there has been an infringement of your Intellectual Property, please reach out to FA leadership as soon as possible.