

**Tentative Agreement**  
by and between the  
Glendale College Guild, Local 2276  
and the  
Glendale Community College District

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), hereby agree to the following Tentative Agreement:

## **Section 22. Intellectual Property Rights**

~~A. Purpose: The District and the Guild have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members. In accordance with that mutual goal, the purpose of this Article is to identify the owners of the copyrights to~~ **establish protections from the unauthorized use, reproduction of, or access to** certain works ~~that may be created by faculty members, and to identify the uses that may be made of those works by faculty members and the District.~~ **In addition, this article establishes the limited circumstances under which such faculty-created works may be used, accessed, or reproduced by others within the District, including other faculty members. This article, similar to this whole agreement, is only locally enforceable, and members of the Guild and representatives of the District are the only parties who are subject to such enforcement.**

### **A. Explanation of What Is Covered**

~~B. Definitions, as used in this Article:~~

- ~~1. "Works" means any material that is eligible for copyright protection including (but not limited to) books, articles, dramatic and musical compositions, poetry, instructional materials (e.g., syllabi, lectures, student exercises, multimedia programs, and tests), fictional and non-fictional narratives, analyses (e.g., scientific, logical, opinion, criticism), works of art and design, photographs, films, video, and audio recordings, computer software, architectural and engineering drawings, and choreography.~~

**Material created by a bargaining unit member that shall be considered eligible for protection under this Article will include (but may not be limited to):**

- **books**
- **articles**
- **dramatic and musical compositions**
- **poetry**
- **instructional materials (e.g., syllabi, lectures, student exercises, multimedia programs)**

- learning management system (LMS) course shells and tests
- fictional and non-fictional narratives
- analyses (e.g., scientific, logical, opinion, criticism)
- works of art and design
- photographs, films, video, and audio recordings
- computer software
- architectural and engineering drawings
- choreography

“Created” means an original author produces the material in a tangible form of expression.

However, this Article does not cover all materials created by faculty members, even if those materials are in some sense related to their duties. For example, it does not cover materials created primarily for purposes that are separate from a faculty member’s teaching or other duties as a faculty member, such as: novels, even if written by faculty members who teach literature; business books, even if written by faculty members who teach business; art works, even if created by faculty members who teach art; or music, even if composed by faculty who teach music.

Also, this Article does not cover materials created by faculty members for their own personal use that are not intended to be distributed to others, even if created in connection with their duties, such as a faculty member’s personal lecture notes.

Finally, the Article does not cover materials that are created as the work-product of a specific project assigned to a bargaining unit employee for which the District has provided specific compensation, and/or release time, inclusive of ancillary stipend activities.

- ~~2. “License” means permission to use a work. A “non-exclusive license” is one that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given.~~
- ~~3. When work is funded through grants from outside agencies, which require that the product of the grant activities be part of the public domain, then the faculty member who created these works is not entitled to an exclusive license to this work product. This is an exception to the general rule discussed above.~~

### ~~C. Works Covered~~

- ~~1. Types of works whose ownership and use are covered by this Article. This Article identifies the copyright ownership of works created by faculty members in connection with the courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their-~~

~~employment; and it addresses the use of those works by faculty members and the District.~~

- ~~2. Types of works not covered by this Article, and consequences of not being covered. This Article does not cover all works created by faculty members, even if those works are in some sense related to their duties. For example, it does not cover works created primarily for purposes that are separate from a faculty member's teaching or other duties as a faculty member, such as: novels, even if written by faculty members who teach literature; business books, even if written by faculty members who teach business; art works, even if created by faculty members who teach art; or music, even if composed by faculty who teach music.~~

~~Also, this Article does not cover works created by faculty members for their own personal use that are not intended to be distributed to others, even if created in connection with their duties, such as a faculty member's personal lecture notes.~~

~~The copyrights to works that are not covered by this Article shall not be owned by the District under paragraph D.2.a. below, and the District is not authorized to use such works.~~

## **B. Generally, Reproduction and Use of Covered Materials as Outlined in Section A is Prohibited**

**Materials that are deemed protected under this Article as outlined in Section A shall not be reproduced, retransmitted in any form, or disseminated without express written consent of the creator, unless an exception outlined in Section C applies.**

## **C. Exceptions to Prohibition on Use**

**The following are representative, but not exhaustive, types of materials or circumstances under which use or production of materials ordinarily protected under this Article shall be authorized regardless of whether express written consent is provided by the creator for use within the District community.**

- 1. When a course outline, administrative policy, or information brochure that is formally reviewed by the District becomes part of its curriculum, policies, or administrative or promotional literature.**
- 2. When a bargaining unit member/creator receives substantial support from the District to create the covered materials, or when the covered materials shall be formally reviewed by the District and will become part of its curriculum, policies, or administrative or promotional literature.**
- 3. When covered materials are funded through grants from outside agencies, which require that the product of the grant activities be part of the public domain, the materials will not be considered covered by this Article.**

4. Other exigent or necessary circumstances giving rise to a need to use or reproduce a covered work. This may include, but shall not be limited to:
  - a. Responding to a legal subpoena or other lawful document request
  - b. For the purposes of investigating a violation of District policy or law
  - c. To ensure business or operational continuity in the event the covered materials are relied upon for instruction or other critical services.

Such reproduction or use in these instances shall be limited to use necessary to reasonably address the exigent or urgent need.

#### D. Procedures for Acquiring an Exception for Use

In the event the District determines that it must use or reproduce covered materials in absence of express written consent from the creator, the District shall, if able and as time permits, attempt to obtain written consent from the creator. If permission is refused or the request is left unaddressed, the District will make a good faith effort to meet and confer with the Guild to reach consensus that the situation requires an exception on the prohibition of use. The District will then make a final decision on whether the covered material(s) will be used or reproduced. If the Guild disagrees with the District, the decision shall be grievable in accordance with this agreement.

#### D. Copyright ownership

1. Ownership by faculty members:

~~The copyrights to works created by faculty members will be owned by them, even if these works are created in connection with courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their employment, unless the work is created under the circumstances described in paragraph D.2. E.2 below.~~

2. ~~Ownership by District:~~

~~The District will own the copyright to works under the following circumstances:~~

- a. ~~The District will own the copyright to any work, such as a course outline, administrative policy, or information brochure that is formally reviewed by the District and becomes part of its curriculum, policies, or administrative or promotional literature.~~

- b. ~~If the District has signed an agreement with the faculty member that contains the following clauses:~~

~~“Faculty member and District agree that the work identified below shall be a work made for hire whose copyright shall be owned by the District. If the work~~

is not a 'work made for hire' as a matter of copyright law, then faculty member hereby assigns his or her copyright in the work to the District."

~~"The work to which this agreement pertains is one that will be created by faculty member with substantial support from the District, or is a work that will be formally reviewed by the District and will become part of its curriculum, policies, or administrative or promotional literature. The work shall be identified by a title or description."~~

- ~~c. Unless conditions described in 2 a) or 2 b) above are met, the faculty member is the copyright owner rather than the District. However, if the work is created with substantial support from the District, then the District will be allowed to use the work in courses or other forms of instruction offered by the College even if the copyright is retained by the faculty member. The District is allowed to use the work in courses or other forms of instruction offered by the college even in the event that the faculty member should leave the college for any reason. Substantial support is defined as assistance from College personnel including computer programming and web site design beyond that normally available to employees, or remuneration including sabbatical leaves, released time, or extra pay. Use of telephone lines, computers, office supplies, or routine clerical and technical help shall not by itself constitute substantial support even if such resources are used by the faculty member to create materials copyrighted by the faculty member.~~
- ~~d. The Guild agrees to meet with the District to establish procedures for timely reporting of released time and extra pay assignments.~~

E. ~~Permitted uses when the copyright is owned by the District~~

- ~~1. Uses by District. Faculty members acknowledge that the District may use works whose copyrights the District owns in any and all ways it may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to the District, subject only to the non-exclusive license of the faculty member who created the work to use it (in the manner set forth in paragraph D.2.b. above), without any further authorization from the faculty members who created those works.~~
- ~~2. Uses by faculty member. Faculty members shall have a non-exclusive license to use works they created, whose copyrights are owned by the District, in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching, by web casting, or by broadcasting); (4) to display such works (for example, over the web); and (5) to create derivative works (for example, companion materials or updated versions). Faculty members may do these~~

~~things themselves, but may not authorize them to be done by others, unless they first obtain the written consent of the District.~~

~~E. 3. Use of names of faculty members, District and Colleges~~ **Use of Name in Relation to Reproduction and Dissemination of Covered Materials**

1. District's and College's use of faculty member's name. The District agrees that when it uses a work created by a faculty member (~~regardless of who owns the work's copyright~~), the District will identify the faculty member who created the work, for as long as the work continues to be used by the District.

If for any reason the District does not wish to identify the faculty member, the District may ask the faculty member for authorization not to do so; and the faculty member has the option but not the obligation to release the District from this obligation.

If for any reason, the faculty member does not wish his or her name to be used in this manner, the faculty member has the right to require the District not to identify him or her; and in such a case, the District agrees not to do so, or to stop doing so as soon as reasonably possible.

If the District fails to identify a faculty member under circumstances when it should have, or identifies a faculty member under circumstances when it should not have, the faculty member shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation, and will not automatically be entitled in all cases to a remedy that requires the District to recall and destroy all existing copies of works that fail to include or omit the faculty member's identification.

4. **2.** Faculty member's use of name of District or College. Faculty members agree that when they use works they have created (~~regardless of who owns the works' copyrights~~), those works will identify their creators' relationships with the District or College, for as long as they continue to be employed by the District. (For example, if a faculty member creates an online course that identifies the faculty member as its author, the faculty member's name shall be followed by the name of the College at which the faculty member teaches.)

If for any reason a faculty member does not wish to identify his or her relationship with the District or College, the faculty member may ask the District for authorization not to do so; and the District has the option but not the obligation to release the faculty member from this obligation.

If for any reason the District does not wish its name or the College's name to be used in this manner, the District has the right to require the faculty member not to identify his or her relationship with the District; and in such a case, the faculty member agrees not to do so, or to stop doing so as soon as reasonably possible.

If the faculty member fails to identify the District or College under circumstances when he or she should have, or identifies the District or College under circumstances when he or she should not have, the District shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation, and will not automatically be entitled in all cases to a remedy that requires the faculty member to recall and destroy all existing copies of works that fail to include or omit the District's or College's identification.

#### F. Responsibilities **Between Bargaining Unit Members**

- ~~1. Registration of copyright. It shall be the responsibility of the party who owns the copyright to each work to register that copyright with the United States Copyright Office.~~
- ~~2. Acquiring and paying for necessary rights from third parties. If the creation or use of a work requires rights to be acquired from third parties, such rights shall be acquired and paid for by the party (i.e., the faculty member or the District) who owns the copyright to that work.~~
- ~~3. Determining and documenting copyright ownership when two or more faculty members create and own the copyright to a work. If a work whose copyright would be owned by a faculty member (rather than by the District) is created by two or more faculty members, it is the responsibility of those faculty members to determine the manner in which they share ownership of the copyright to that work, and it is their responsibility to prepare (or have prepared at their own expense) a written agreement between them documenting their determination. No grievance against the District may be asserted by faculty members arising out of any consequences of their failure to make or document an agreement concerning the manner in which they share ownership of the copyright to such a work.~~

~~G. Authorization of individual agreements the terms of which differ from those \_\_\_\_\_ described above. Faculty members and the District may, if they wish, enter into individual agreements with one another concerning copyright ownership and usage rights to specific works, the terms of which differ from those set forth above. The terms of any such individual agreement will supersede the terms of this Article, once such an agreement is signed by the faculty member and an authorized representative of the District. Any such agreement will be provided to the Guild.~~

~~G. H. Dispute resolution. Disputes between faculty members and the District concerning this Article shall be resolved pursuant to the grievance procedures contained in this contract.~~

DATE: 5/18/2023



\_\_\_\_\_  
Caroline DePiro, Chief Negotiator  
Glendale College Guild



\_\_\_\_\_  
Brittany Grice, Chief Negotiator  
Community College District