

Note on intellectual property rights.

To All Full-Time Non-Tenure Track Faculty;

As of late, there has been some discussion as to whether faculty own the materials that are put together for the sole purpose of the construction of a course. Faculty members own the lecture materials that are used for the construction of a course. This includes any lecture notes, slides, etc., that a faculty member would use to construct that course. Faculty are not obligated to forfeit those rights either verbally or in writing.

Article V, Section 9 of the Non-tenure Track Collective Bargaining Agreement (hereafter, "NTTCBA") addresses the intellectual property rights of faculty. This provision is admittedly clear and is only designed to allow both the University as well as faculty that there are three sources of law that pertain to intellectual property rights including the federal Copyright Act of 1976, Ohio law that applies to public colleges and universities, and two provisions of the University Policy Register. The NTTCBA therefore does not take away, nor add to, these other areas of law.

Section 3342-5-10.1 covers copyright interests and dictates that "works for hire" are owned by the University. This provision also identifies what a work for hire is specifically. The work for hire definition does not identify specifically lecture notes, powerpoint slides etc. The policy register defines a work for hire as an item that would be subject to copyright protection. Regardless, even if the work for hire doctrine were to include these items, these items would not be subject to copyright protection for several reasons including that most faculty use sources under the fair use doctrine. The remainder of this section of the policy register merely regurgitates the language of the Copyright Act of 1976.

Ohio Revised Code section 3345.14 applies to discoveries, inventions, and patents that are developed within the scope of a faculty member's employment. Frankly, almost never are lecture notes and materials put together for the construction of a class within this definition since lectures are designed to let students know what is already known (and thus was already protected by another form of intellectual property).

My suggestion to you is to refuse to sign any form that requires you to waive your right to maintain your rights over your lecture materials, powerpoint slides, etc. Therefore, if you are asked to sign the "**Distance/Distributed Learning Agreement**" form, my advice to you would be to either 1) be sure to identify your project as a "*Type I*" work or 2) not sign the document at all. I also would strongly urge you to remove any materials you post "on line" at the conclusion of the semester. These materials belong to you. If you have any questions, please feel free to contact:

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