

Article _____

Compensation for Development of Online Courses

**~~MEMORANDUM OF
AGREEMENT BETWEEN
THE UNIVERSITY OF
CONNECTICUT AND~~**

**~~THE UNIVERSITY OF CONNECTICUT CHAPTER
OF THE AMERICAN ASSOCIATION OF UNIVERSITY
PROFESSORS~~**

~~This Memorandum of Agreement is entered into between the University of Connecticut ("University") and the University of Connecticut Chapter of the American Association of University Professors ("AAUP"), collectively the "Parties", on this 27th day of January, 2014.~~

~~I.~~

The Parties agree with regard to the development of online courses for extra compensation as follows:

~~a.~~

- ~~1. The attached *Online Course Development and Intellectual Property Agreement* ("Online Course Development Agreement" or "OCDA") shall be in force until the expiration of the Parties' master collective bargaining agreement on June 30, 2016.~~
 - ~~i. In order for an AAUP bargaining unit member to receive extra compensation for development of an online course, he/she must execute the Online Course Development Agreement. Minimum compensation for developing an on-line course shall be five thousand dollars (\$5,000).~~
2. No faculty member shall be required to execute the Online Course Development Agreement ("OCDA"). Members that execute the OCDA shall receive extra compensation in the amount of \$5,000 for development of that particular online course. If the member is a team (two or more UConn-AAUP bargaining unit members), then the compensation shall be \$5,000 for each member of the team. A copy of each executed agreement will be provided to the UConn-AAUP within seven days of execution.

3. The 12/12ths rule will not apply to compensation for online courses that are taught beyond the member's normal workload. The course revenue must be adequate to cover both any direct salary, as well as associated fringe benefits.
4. Academic content developed by an UConn-AAUP bargaining unit member for an online course is the intellectual property of the member and shall be used only by that member unless he/she has voluntarily allowed others to use the materials.
5. For team-developed online courses, any signing of the OCDA must be unanimous among all members of the developing team. The team shall determine the rotation or other schedule for the application of the "right of first refusal" (see below) to use the developed course materials described in the OCDA.

ii. —

6. The University acknowledges that the "right of first refusal" contained in the Online Course Development Agreement means that during each term or session, the developer shall be given the first opportunity to instruct all sections of the course to be taught using the course materials he/she developed, provided that the teaching of such sections does not cause the developer to exceed his/her maximum earnings limitation (i.e. 12/12ths). If the developer declines to teach the course or any section of the course, or if the teaching of an additional section of the course will cause the developer to exceed his/her maximum earnings limitation, the course materials may be used and/or adapted by another instructor without further compensation to the developer. Nothing in this Agreement shall be construed as requiring the University to offer an online course using the developer's materials during any term or session. applies to all academic terms: summer, intersession and May term, as well as to fall and spring semesters, and to any other circumstances in which the course materials may be utilized, irrespective of whether the circumstance of such utilization is for academic credit or not for academic credit. The developer shall be given the first opportunity to instruct all sections of the course to be taught using the course materials he/she developed. Online courses taught during intersession, May term, and/or summer may be considered part of the faculty member's workload by agreement between the faculty member and the relevant department head.
7. If the developer declines to teach the course or any section of the course, the course materials may be used by another instructor only with the explicit written consent of the course developer. The new instructor is provided only with an 'as is' version of the course materials. The new instructor has no right to modify any of the provided

course materials.

8. The Administration will pay a licensing fee to the developer for each use of the course materials by any other instructor at the University of Connecticut. This licensing fee shall be negotiated directly between the developer and the Administration and can be referred to mediation. In the event that no agreement is reached for an acceptable licensing fee, then the course materials cannot be used by the other instructor.

9. Nothing in this Agreement shall be construed as requiring the Administration to offer an online course using the developer's materials during any term or session.

10. Members who agree to develop online courses under the OCDA agree to keep the course undated in sections taught by the developer for a period of up to three years. However, major revisions requested by the Administration will be documented in a separate agreement and will be considered new material, and the payment to the member will be consistent with the payment for the original development and proportionate to the portion of the material subject to major revision.

~~b. For team-developed courses (e.g. courses developed by two or more AAUP bargaining unit members):~~

~~i. All members of the developing team shall be required to sign the Online Course Development Agreement.~~

~~ii. The developing team shall reach an agreement regarding the allocation of compensation paid by the University for development of the course. The University reserves the right to determine the total compensation paid for development of the course.~~

~~iii. The developing team shall reach an agreement concerning the rotation or other schedule for the application of the "right of first refusal" to use the developed course materials described in the Online Course Development Agreement.~~

~~e. _____~~

11. The University agrees that it will not unilaterally license, sell or otherwise transfer to a third party course materials developed in accordance with this Agreement. Any licensing, sale or transfer of the course shall require written consent from the developer(s) and any authors of copyrighted works included in the course. If the course developer(s) gives such consent then the course developer(s) shall be entitled to 50% of the net proceeds from such a license, sale or other transfer.

H.——

12. The Parties further agree that the teaching of an online course during the traditional academic year (e.g. Fall and Spring semesters) shall be considered part of the faculty member's workload.

13. Online courses developed under the terms of the Online Course Development Agreement shall have an enrollment capacity limit of 25 persons in total, as the default. This total includes cross-listed courses, where two or more units are involved. This is in keeping with historical University practices for online courses. Any capacity limit above this number shall be negotiated between the department head and the course instructor, and a copy of such agreement shall be provided to the UConn-AAUP before the start of the course. Further guidance will be sought on this enrollment capacity from the University Senate for its advice on any future modifications.

14. The UConn-AAUP and the Administration shall form the University Online Steering Committee. The purpose of the committee is to better understand and explore the relationship between technology and pedagogy in the instruction of online courses as it relates to advancing the institutional mission of excellence in teaching and learning.

- a. While this contract cannot impose membership on this committee by members of the University Senate, part of the charter of this committee will be to engage in communication with the University Senate for its participation.
- b. This shall be a standing committee, with equal numbers of representatives from each side and with a total committee membership of between 6 and 10 persons. The UConn-AAUP and the Administration shall each designate a co-chair from among their respective appointees. The committee shall be appointed no later than one month after the ratification of this Agreement. The responsibilities of this committee is to make appropriate recommendations for revisions to this article on matters including but not be limited to:
 - i. faculty rights about selecting materials for online courses,
 - ii. office hours,
 - iii. property rights,
 - iv. establishment of a fund for online course training and development costs,
 - v. guidelines for determination of workload-appropriate online class sizes,
 - vi. guidelines for online course research and development time,

- vii. guidelines for university provision of hardware, software, and technical support to faculty who teach online to ensure adequate delivery of material, curriculum development, course planning, and student interaction.

~~This Memorandum of Agreement is subject to all applicable ratification procedures by both Parties.~~

Temporary Agreement

_____ Date ___ / ___ / ___

For UConn-AAUP

_____ Date ___ / ___ / ___

For UCONN Administration

Online Course Development and Intellectual Property Agreement

This is an agreement between the University of Connecticut ("University") and ("Faculty Member") establishing the terms and compensation for the development and teaching of online courses on behalf of the University. The agreement derives from and is supplemental to the UConn Policy on Online Instruction Intellectual Property ("Policy"). The terms stipulated in this Agreement and in the overall Collective Bargaining Agreement (CBA) between UConn-AAUP and the University of Connecticut Board of Trustees shall prevail in any instances where they may be in conflict with other University policies, including the UConn Policy on Online Instruction Intellectual Property ("Policy").

For consideration, Faculty Member agrees to develop [name of course] ("Course") for delivery online to enrolled UConn students.

Faculty Member and University recognize each other's independent and mutual rights under this Agreement ~~Policy~~ and agree to abide by the terms of ~~Policy~~ this Agreement.

Faculty Member agrees to ~~Policy~~ this Agreement and ~~the terms established in Policy~~ ~~Faculty Member~~ agrees to the division of intellectual property rights, as defined by ~~Policy and articulated here~~ this Agreement.

Schedule

University and Faculty Member agree to apply all diligence and quality of work to complete development of Course by [date].

Use of Copyrighted Materials

Faculty Member agrees that all materials collected and employed in Course by Faculty Member, whether written or visual or audio, have been cleared for use in Course, and that Faculty Member owns or has permission from the owner to use the material in Course, or the material may be employed under fair use rules.

University agrees that all materials collected and employed in Course by University, whether written or visual or audio, have been cleared for use in Course, and that University owns or has permission from the owner to use the material in Course, or the material may be employed under fair use rules.

Faculty Member agrees that every use of each individual item of copyrighted work comply with all applicable laws, contracts, and licenses. Faculty Member also agrees that each use obtained by Faculty Member includes permissions for online uses for a minimum of five years.

Support

Technical support for development of online course materials should be provided in much the same way that ordinary resource support for effective teaching is provided to instructors of a "traditional" or "legacy" course format. To carry out their instructional responsibilities for delivering and maintaining online courses and related distance education courses, online Course Developers will need technical training and support. Accordingly, faculty members shall have the right to be able to call upon these technical resources, even if these are housed in other Departments or University administrative units, as needed throughout course duration .

Ownership

University agrees that Faculty Member has exclusive rights to his or her intellectual property, particularly Faculty Member's preexisting work that is incorporated into the course. University agrees that Faculty Member retains all rights of ownership in such materials. University agrees that all academic content developed by a UConn-AAUP bargaining unit member for an online course is the intellectual property of the member and shall be used only by that member unless he/she has voluntarily allowed others to use the materials. ~~Faculty Member agrees, however, to grant the University a non-exclusive, royalty free license to use the material as part of the course. University agrees that Faculty Member retains all other rights of ownership to the work and will be credited and acknowledged in all University uses of the work.~~

The Faculty Member retains the right to use the substantive content of the course materials, without further consent or approval of University, in any scholarly or creative works. In particular, the Faculty Member retains the right to use the content in textbooks, journal articles, conference presentations, consulting projects, other scholarly works or professional activities, and in courses at other universities if the Faculty Member has left the full-time employment of the University of Connecticut.

The University grants to Faculty Member the right of first refusal to teach the Course during the term and place required by the University. This "right of first refusal" means that ~~during each term or session,~~ the Faculty Member shall be given the first opportunity to instruct all sections of the course to be taught using the materials he/she developed, ~~provided that the teaching of such sections does not cause the Faculty Member to exceed his/her maximum earnings limitation.~~ during all academic terms, including summer, intersession and May term, as well as to fall and spring semesters, and to any other circumstances in which the course materials may be utilized, irrespective of whether the circumstance of such utilization is for academic credit or not for academic credit.

If the Faculty Member declines to teach the course or any section of the course, ~~or if the teaching of an additional section of the course will cause the developer to~~

~~exceed his/her maximum earnings limitation, the course materials may be used and/or adapted by another instructor without further compensation to the Faculty Member.~~ after being given the opportunity via the Faculty Member's right of first refusal, the Administration will pay a licensing fee to the Faculty Member(s) for each use of the course materials by any other instructor at the University of Connecticut. This licensing fee shall be negotiated directly between the Faculty Member(s) and the Administration and can be referred to mediation. In the event that no agreement is reached for an acceptable licensing fee, then the course materials cannot be used by the other instructor.

In particular, the faculty Member(s) must provide her/his explicit written consent to the use of the developed course by any contingent faculty who do not have full time University of Connecticut faculty appointments.

Transferability

The course may not be licensed, sold, or in any way transferred to a third party without written permission from the Provost's office and written consent from the Faculty Member(s) and any authors of copyrighted works included in the course. If the Faculty Member(s) gives such consent then the Faculty Member(s) shall be entitled to 50% of the net proceeds from such a license, sale or other transfer.

Rights Reserved by University

The University retains, at a minimum, the following rights; however, this list should not be considered to include all of the rights reserved to the University:

1. A license and the right to use the course for credit and non-credit instruction at the University following agreement between the University and the Faculty Member(s) on the licensing fee to be paid to the Faculty Member(s) for such use, without payment of any royalties, fees, or residuals to the course authors/developers, nor payment of any kind to any third parties holding copyright to elements used in the course except as provided by negotiated licenses or contracts.
2. The right, subject to the explicit written consent of the Faculty Member(s), to maintain continuity beyond the original creation by creating derivative works to keep the content current and relevant, and to maintain the usefulness and quality of the course materials as a University instructional offering, and the right to use the course beyond the involvement of the original author/developer.

Quality, Clarity and Currency Assurance

Faculty Member agrees to take full responsibility for

1. the substantive and intellectual content of the course materials, both at the time of their production and in subsequent uses by the Faculty Member; Faculty Member agrees to deliver accurate and current information and content, using current best practices in online teaching and education in courses taught by the Faculty Member.
2. maintaining the content for accuracy, currency, and clarity of presentation when the Faculty Member teaches this course at UConn.

Temporary Agreement

_____ Date ___ / ___ / ___

For UConn-AAUP

_____ Date ___ / ___ / ___

For UCONN Administration