

New Article

Compensation for Development of Online Courses

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

1. The attached Online Course Development Agreement (OCDA) shall be in force until the expiration of the current collective bargaining agreement.
2. No bargaining unit member shall be required to execute the OCDA. However, in order for an AAUP bargaining unit member to receive compensation for development of an on-line course, that member must agree to the OCDA. For team-developed online courses, any signing of the OCDA must be unanimous among all members of the developing team.
3. Bargaining unit members who execute the OCDA shall receive extra compensation in the amount of ~~\$10,000~~ \$9,000 for development of that particular online course. In the case of a team-developed course, the members of the team shall determine how to distribute the ~~\$10,000~~ \$9,000. A copy of each executed agreement will be provided to the UConn-AAUP within seven days of execution.
4. The University acknowledges that the "right of first refusal" contained in the OCDA means that during each term or session, the developer shall be given the first opportunity to instruct all on-line sections of the course to be taught using the course materials he/she developed.
5. Nothing in this ~~Agreement~~ Article shall be construed as requiring the Administration to offer an online course using the developer's materials during any term or session, or restraining the Administration from paying a second bargaining unit member for developing a second version of the same online course.
6. The Administration agrees that it will not unilaterally license, sell or otherwise transfer to a third party course materials developed in accordance with this article. 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.
7. 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.
8. Online courses developed under the terms of the OCDA shall have an enrollment capacity limit of 25 persons in total as the default.
9. The UConn-AAUP and the Administration shall form the University Online Steering Committee for the purpose of examining issues regarding on-line courses

## **Online Course Development Agreement**

This is an agreement between the University of Connecticut ("University") and \_\_\_\_\_ ("Faculty Member" hereafter) 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 complies 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.

### **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 Faculty Member for an online course is the intellectual property of the member. ~~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 on-line 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~~

~~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.~~

### **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. In the event that the course developer leaves University employment both the course developer and the university shall have the right to use the course material.

### **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 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, 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