

ARTICLE 39

COMPENSATION FOR THE DEVELOPMENT OF ONLINE COURSES

39.1 The Parties agree with regard to the development of online credit courses for extra compensation by full-time members of the bargaining unit, as follows:

A. The *Online Credit Course Development and Intellectual Property Agreement* ("Online Course Development Agreement") (See Appendix C) shall be used until the expiration of the Parties' collective bargaining agreement.

1. In order for a bargaining unit member to receive extra compensation for development of an online course, they must execute the Online Course Development Agreement. Minimum compensation for developing an on-line course shall be \$2,750 per course credit hour.

2. The "right of first refusal" contained in the Online Credit 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 developed by them. If the developer declines or is unavailable (*e.g.* the faculty member is on leave or has departed the University) to teach the course, the course materials may be used and/or adapted by another instructor without further compensation to the developer. Use or adaptation of the developer's material by another instructor does not abridge the developer's future right of first refusal unless they are no longer employed at the University. Nothing in this Agreement shall be construed as requiring the University to offer an online course using the materials during any term or session.

B. For team developed courses (*e.g.* courses developed by two or more full-time bargaining unit members):

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

2. 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, which shall be no less than the amount paid to a single developer.

3. 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.

C. The University will not unilaterally license, sell or otherwise transfer to a third party course materials developed in accordance with this Agreement. The developers retain rights to their intellectual property in accordance with U.S. law and the University's *Intellectual Property and Commercialization Policy*. 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.

39.2 Teaching of an online course during the traditional academic year (*e.g.* Fall and Spring semesters) shall be considered part of the bargaining unit member's workload.

39.3 Adjunct faculty members may be hired to develop an online course for compensation on a “work for hire” basis.

A. Minimum compensation for an adjunct faculty member developing an online course for compensation shall be \$2,750 per course credit hour.

B. The University will have the non-exclusive right to use all course materials developed by the adjunct faculty member for compensation (“Course Materials”), including any copyrighted material and any materials the adjunct faculty member develops while teaching the class. The adjunct faculty member may use the content they created without further consent or approval of the University in any scholarly or creative works or to teach similar courses at other institutions.

C. An adjunct faculty member who develops an online course for compensation will have a limited “right of first refusal” to teach the course with the Course Materials relative to other adjunct faculty members. This limited “right of first refusal” means that the adjunct faculty member shall be given the opportunity to teach all sections of the course to be taught using the Course Materials before it is offered to another adjunct faculty member, provided that the adjunct faculty member’s performance is satisfactory and teaching of the course does not cause the faculty member to exceed eight (8) credits in the semester. If the adjunct faculty member declines to teach the course, if their performance is unsatisfactory, or if teaching of the course will cause the adjunct faculty member to exceed eight (8) credits in the semester, the Course Materials may be used and/or adapted by another adjunct faculty member without further compensation to the adjunct faculty member who developed the materials.

D. Each year of this agreement, the University will provide the UConn-AAUP with a list of adjunct faculty members who have been hired to develop an online course for compensation on a “work for hire” basis.

E. The parties shall develop an Online Course Development and Intellectual Property Agreement for Adjunct Faculty.