COLLECTIVE BARGAINING AGREEMENT

Between

The University of Connecticut Board of Trustees

and

The University of Connecticut Chapter of the American Association of University Professors

July 1, 2025 – June 30, 2029

ARTICLE 39

COMPENSATION FOR THE DEVELOPMENT OF CREDIT-BEARING ONLINE COURSES

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

A. The O*nline Credit-Bearing 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 faculty member to receive extra compensation for development of an online credit-bearing 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 to teach the course (e.g. the faculty member is on leave or has departed the University), the course materials may be used and/or adapted by another instructor for use during that term only 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, nor does it give another instructor the right to continue to use the developer's materials in subsequent terms or semesters. Continued use of the developer's materials in subsequent terms or semesters requires the instructor to seek approval from the developer. If the developer is unavailable, the instructor may seek approval from the department head, whose decision is final, and must give attribution to the developer. 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 faculty 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 credit-bearing course during the traditional academic year (e.g., Fall and Spring semesters) shall be considered part of the faculty member's workload.

39.3 Adjunct faculty members and other members of the bargaining unit may be hired to develop an online credit-bearing 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 and graduate assistants only. 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 or a graduate assistant, 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 or is unavailable 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 or a graduate assistant for use during that term or semester only without further compensation to the adjunct faculty member who developed the materials. Continued use of the developer's materials in subsequent terms or semesters requires the instructor to seek approval from the department head, whose decision is final.

1. The adjunct faculty member's limited right of first refusal will terminate after four (4) consecutive semesters without an appointment at the University.

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 *Online Course Development and Intellectual Property Agreement for Adjunct Faculty* (*See* Appendix D) shall be used until the expiration of the Parties' collective bargaining agreement.

APPENDIX C

ONLINE CREDIT 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 University's *Intellectual Property and Commercialization Policy* ("*Policy*").

For consideration, Faculty Member agrees to develop [name of course] ("Course") for teaching remotely to enrolled students at the University in a predominantly online asynchronous mode of instruction.

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

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

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.

Intellectual Property Ownership

University agrees that the Faculty Member has rights to their intellectual property, in accordance with U.S. law and the *Policy* as referenced above, 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.

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 Faculty Member's 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 created by the Faculty Member, 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 all sections of the Course to be taught using the course materials developed by them during the term 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 they developed. If in a semester during the traditional academic year teaching all sections of Course to be taught using the materials they developed will result in overload for a full-time Faculty Member, the Faculty Member may have the option of teaching all such sections in exchange of a load adjustment in a subsequent semester with the prior approval of the department head and Dean. If the Faculty Member declines to teach the course or is unavailable to teach the course (i.e., on leave or has departed the University), 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 and any authors of copyrighted works included in the course.

Rights Reserved by University

The University retains, at a minimum, the following rights:

1. A license and the right to use the Course for credit and non-credit instruction 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 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 Course materials as a University instructional offering, and the right to use Course Materials beyond the involvement of the original author/developer if the "right of first refusal" is no longer in force.

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 so long as the Faculty Member remains employed by the University; Faculty Member agrees to deliver accurate and current information and content.

2. Maintaining the content for accuracy, currency, and clarity of presentation when the Faculty Member teaches this course at the University.

For the University of Connecticut:

[Printed Name] _____

Date: _____

Faculty Member:

[Printed Name] _____

Date: _____

APPENDIX D

ONLINE CREDIT-BEARING COURSE DEVELOPMENT AND INTELLECTUAL PROPERTY AGREEMENT FOR ADJUNCT FACULTY

This is an agreement between the University of Connecticut ("University') and ("Adjunct Faculty Member") establishing the terms and compensation for the development and teaching of online credit-bearing courses on behalf of the University. The agreement derives from and is supplemental to, the University's *Intellectual Property and Commercialization Policy* ("*Policy*").

For consideration, Adjunct Faculty Member agrees to develop [name of course] ("Course") for teaching remotely to enrolled students at the University in a predominantly online asynchronous mode of instruction.

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

Adjunct Faculty Member agrees to Policy and the terms established in *Policy*. Adjunct Faculty Member agrees to the division of intellectual property rights, as defined by *Policy* and further articulated here.

Schedule

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

Use of Copyrighted Materials

Adjunct Faculty Member agrees that all materials collected and employed in Course by Adjunct Faculty Member, whether written or visual or audio, have been cleared for use in Course, and that Adjunct 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.

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

Intellectual Property Ownership

University agrees that Adjunct Faculty Member has rights to their intellectual property, in accordance with U.S. law and the *Policy* as referenced above, particularly Adjunct Faculty Member's preexisting work that is incorporated into the Course. University agrees that Adjunct Faculty Member retains all rights of ownership in such materials.

Adjunct Faculty Member agrees that the University has a non-exclusive right to use all of the course materials, including any copyrighted material, that Adjunct Faculty Member develops, including any materials they develop while teaching the class.

Adjunct Faculty Member retains the right to use the substantive content of the Course Materials created by Adjunct Faculty Member, without further consent or approval of University, in any scholarly or creative works. In particular, Adjunct Faculty Member retains the right to use the content in textbooks, journal articles, conference presentations, consulting projects, and other scholarly works or professional activities. Adjunct Faculty Member may use the course materials to teach similar courses at other institutions but may not authorize other instructors or institutions to use the course materials.

Adjunct Faculty Member agrees that the University may engage other instructors to teach this or other courses using these materials. The University grants to Adjunct Faculty Member a limited "right of first refusal" to teach sections of the Course using the course materials developed by them relative to other adjunct faculty members and graduate assistants only. This limited "right of first refusal" means that Adjunct Faculty Member shall be given the first opportunity to instruct all sections of the Course to be taught using the materials they developed before it is offered to another adjunct faculty member or a graduate assistant, provided that Adjunct Faculty Member's performance is satisfactory and teaching of the course does not cause Adjunct Faculty Member to exceed eight (8) credits in the semester. If Adjunct Faculty Member declines or is unavailable to teach the course, if their performance is not satisfactory, or if teaching the course will cause 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 or a graduate assistant for use during that semester only without further compensation to Adjunct Faculty Member. Continued use of the developer's materials in subsequent terms or semesters requires the instructor to seek approval from the department head, whose decision is final.

Adjunct Faculty Member's limited right of first refusal will terminate after four (4) consecutive semesters without an appointment at the University.

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 Adjunct Faculty Member and any authors of copyrighted works included in the course.

Rights Reserved by University

The University retains, at a minimum, the following rights:

1. A license and the right to use the Course for credit and non-credit instruction 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 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 Course

materials as a University instructional offering, and the right to use Course Materials beyond the involvement of the original author/developer if the "right of first refusal" is no longer in force.

Quality, Clarity, and Currency Assurance

Adjunct 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 so long as Adjunct Faculty Member remains employed by the University; Adjunct Faculty Member agrees to deliver accurate and current information and content.

2. Maintaining the content for accuracy, currency, and clarity of presentation when Adjunct Faculty Member teaches this course at the University.

For the University of Connecticut:

[Printed Name] _____

Date: _____

Faculty Member:

[Printed Name] _____

Date: _____