

Considerations for Faculty and DEOs in Online Course Development

Introduction

The development of online course materials by University faculty presents some unusual questions for both the creators of those courses and departmental executive officers or other University administrators. Before setting out to develop an online course, the faculty members and DEOs should discuss with each other how compensation for the development of those materials and the resources utilized may affect the rights to the course materials.

For example, if a faculty member receives compensation apart from their regular pay, does that fact affect the faculty member's ability to use the course materials if they leave the University for other employment? Conversely, under what circumstances can the department continue to use online course materials if the faculty member who created them ceases to teach the online course? This guidance document outlines some of the issues that should be addressed when online courses are created.

General Information: Copyright in Course Materials at the University of Iowa

It is important to understand the University's policy on ownership of intellectual property that is most often associated with rights in course materials, including online course materials. Section V-30 of the Operations Manual (<http://www.uiowa.edu/~our/opmanual/v/30.htm>) is the section dealing with copyright and states generally that when faculty create course materials – syllabi, course outlines – the copyright to those works is held personally by the author.

Exceptions to this general rule are set forth in Section V-30.4(b)(2)(b). Exceptions that most commonly result in the University retaining ownership of online course material include:

- The course creator received extra compensation or course development funds from the University for the specific purpose of developing the online course.
- The course creator used University media production facilities and or assistance of University support staff when such assistance is greater than that normally provided to others in the department.
- The course creator was part of a team that created the course; and either (1) the size of the team was too large to determine individual ownership, or (2) the time period over which the work was created was too long to practically determine individual ownership.
- Development of the course is supported by grant or contract funds and ownership of the course materials is addressed in the funding agreement.

Considerations for Online Course Development

Online courses may be developed under a variety of circumstances. Faculty and DEOs should consider how they anticipate using online course materials presently and in the future as the terms for online course development take shape.

Keep in mind that the general rules for the ownership of copyright set forth in the University policy provide that the faculty member who develops an online course would normally own the copyright to those course materials unless one of the exceptions set forth in Section V-30.4(b)(2)(b) apply.

- For example, if no special compensation was paid to the faculty member and the faculty member used no University resources to create the online course (other than standard office equipment such as a desktop computer and regular administrative support), copyright to the course materials would be held by the faculty member.
- Conversely, if the DEO and faculty agree to extra compensation to develop an online course and/or the faculty member benefits from the support of University audio/video technology staff in recording lectures, for example, the University may well be entitled to the copyright in the course.

In either case, the parties should consider how copyright ownership may affect their future needs with respect to the online course materials. If the faculty member owns the copyright, DEOs should consider whether they should negotiate terms for continued use of the course when the faculty member is no longer teaching it. DEOs might enter into an agreement to use the course materials for a period of time sufficient to find a new faculty member to develop new course materials once the owner of the online course retires, leaves the University, or for whatever reason, stops teaching the course.

Likewise, faculty members should consider their need for the course materials outside of their University employment. If the faculty member anticipates using the materials at another institution or in other circumstances, the faculty member may decide it is prudent to forego special compensation or using special University resources to create the course materials in order to preserve his/her claim to copyright ownership.

In either case, the parties should consider these factors at the outset of the project so that they can address their needs as educational colleagues with a good understanding of University policy.

In those situations when an online course has already been developed, the relevant parties may want to develop a plan for what happens when a faculty member no longer teaches the course at the University.

A sample letter of understanding that DEOs or Colleges may want to incorporate into the current procedures they use when faculty develop online classes.

Letter of Understanding

(Faculty name) agrees to develop an online course titled _____ for (department name).

(Faculty name) will receive the following extra compensation or special University resources to develop this course.

(Insert here any agreements concerning these resources and the timetable in which they will be provided to the faculty member, and the timetable in which the faculty member will develop and offer the course.)

In the event that the faculty member ceases to teach the online course specified above, the parties agree to the following conditions for the use of the material created for the online course.

(Insert here any agreements concerning what course materials the department may continue to use and the duration of that use. Also, insert here what course materials the faculty member may continue to use if the faculty member leaves the University for other employment)

I have received and read a copy of this agreement, and understand that its terms will cover my participation in the project identified above and I agree to these terms.

Faculty Developer: _____ Date: _____
Title/Department: _____

I have read a copy of this agreement and approve any specified supplemental compensation for the project identified above.

Department Head: _____ Date: _____

College Dean: _____ Date: _____