

JB  
Rumrout  
2/20/12  
John

question  
Creation of Online Courses for University  
Designated Online Programs \$5,000

When the University specifically hires a member of the bargaining unit to serve as the subject matter expert working with a team to develop, according to University specifications, an on-line course within a program which is to be delivered entirely on-line, such member will be compensated at a rate of / per course which will constitute the exclusive compensation for that work notwithstanding the provisions of the Statewide Agreement in Article XXIV. The project management plan shall be shared with the subject matter expert and contain benchmarks and a timetable related to the course development in order to ensure its successful completion. Payment will be made once the course has been delivered in its entirety on the date set forth for completion in the project management plan and approved for use by the Provost.

The University is responsible for acquiring and paying any fees for releases and rights, not held by the subject matter expert, for materials to be included in the on-line courses. If the subject matter expert holds copyright to material and decides to use that material in the on-line course, the subject matter expert shall retain the copyright to all such material. However, the subject matter expert shall assign exclusive, non-transferrable rights to the University for unlimited use of such material in that on-line course.

Should the subject matter expert or any other member of the bargaining unit, be hired to revise/update the course in accordance with a schedule determined by the University, such revision shall be based on a project fee mutually agreed to by the bargaining unit member hired to revise/update the course and the University. Any copyrighted content of the subject matter expert used in the course as set forth above cannot be altered in any manner without written consent of the subject matter expert.

<sup>2016</sup>  
This agreement shall remain in full force and effect from March 1, 2012 until June 30, ~~2014~~. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give the other party written notice of its desire to terminate, modify, or amend this Agreement. Members of the bargaining unit who have met the terms of this Agreement prior to its effective date will be subject to the same terms and conditions as set forth herein.

Table Talk:

The University retains sole discretion in its right to assign responsibility to teach the course the first time it is offered. It is our expectation that in most instances, we will offer the opportunity to teach the course the first time it is offered to the subject matter expert who was part of the team developing the course.