Online Class Ownership Procedures

Background

Current practice gives rights to faculty for creative works developed under the normal working environment and conditions. It has been the approach of Southeast to apply this policy by allowing faculty to maintain ownership of the content of online courses that they have created in fulfilling their duties to develop and teach courses for the university. The implementation of the policy has allowed that faculty maintain outright ownership and have the right to refuse to allow a copy of the class to be used by the University or other faculty without the permission of the creating faculty member. There are circumstances in which this application of policy is in conflict with the need of the University to provide the quality online courses that it strives to develop and deliver.

There are two, sometimes competing, interests at stake.
   One, faculty have sole ownership of the content of online classes they develop. Permission is required of them in order for the class to be taught by any other faculty at Southeast or elsewhere.
   Two, the University needs courses developed by faculty at Southeast to provide the online curriculum that supports the online program and degrees provided by Southeast.

These interests can conflict in certain circumstances where a faculty member is unable to deliver a course when needed by the university. Specifically, if a course has been scheduled and or there is reasonable expectation of need or demand for the course in a given semester and the faculty is unable to teach the course, the university might request a copy of the class be used to deliver the online curriculum.   Circumstances that might lead to a faculty member being unable to teach the course include death or disability, being away from campus that particular semester, leaving the employment of the university, or a work schedule in which it is impossible for the faculty member to teach the online course in question. Under the combination of these circumstances the faculty member and the university would have competing interests.

Proposed Procedure

We propose the following procedural plan to implement the current policy.

- If a faculty member has created an online class on their own without a contract or payment for developing the class from the university, then the faculty member owns the sole rights to the class.
- In cases in which there was a written contract, but the contract did not specifically state that the class is not owned solely by the faculty member, then the faculty member owns the sole rights to the class.
- If the faculty member has created a class under a contract with a clause giving dual ownership to Southeast, then the class is dually owned and over-rides the above cases.

If circumstances arise in which the university lacks ownership and needs to deliver a course and the faculty member is unable to teach the course for reasons that include...
– death or disability,
– being away from campus that particular semester,
– leaving the employment of the university,
– or a work schedule in which it is impossible for the faculty member to teach the online class in question,
then the university can use the class as described below.

The intent of this exception is that under extenuating circumstances a class could be needed and the faculty member unavailable to teach it. The University can use the class and have it taught by another faculty member, including making slight modifications to it. The university can use the class for a maximum of two consecutive semesters, including summer session. At this time, if the creating faculty member is still unable to teach the class, a decision will be made to discontinue teaching the class or to have an additional version of the course developed by another faculty member. This does not include modifying the borrowed class but refers to *de novo* development of the class. After two semesters the university cannot teach the originally developed version of the course without permission from the faculty member.