San Diego Division of the Academic Senate
University of California, San Diego

Report of the Senate Teaching and Technology *Ad Hoc*

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Executive Summary

Overview summary

Instruction in higher education depends increasingly upon diverse technologies including podcasting, learning management systems, video conferencing, and video recording of lectures in the service of flipped classrooms or remote learning. As the use of these technologies becomes more common and critical to the regular work of instructors on campus, important new questions arise regarding the freedom of faculty to create and teach classes. In particular, the UC Policy on Copyright creates conditions that threaten the freedom of instructors, academic units, and Senate entities to control their intellectual property. Although instructors typically control the intellectual property and course materials they generate when teaching, this is not the case whenever instructors require "Significant / Exceptional University Resources" to create or teach a class. In such cases, faculty are required by the UC Policy on Copyright to enter into a written agreement that transfers some or all rights to course materials (specified below) to the University.

These special circumstances introduce a new terrain of uncertainty as the use of technology in the classroom increases, and as written agreements challenge our current understanding of faculty authority over courses and their content. Sensitive to this, in Spring 2021 the Committee on Academic Information Technology (CAIT) sent a memo to the UC San Diego Senate Council expressing concern over the University's increasing reliance on remote teaching, and how this increase intersects with matters of course development and approval, course ownership, and specialized contracts that are triggered by the use of Significant / Exceptional University Resources. CAIT therefore recommended the creation of an *ad hoc* committee to review Senate policy relating to teaching and technology.

In Summer 2022, the Ad Hoc Committee on Teaching and Technology (CTT) reviewed this issue and concluded that as instruction relies increasingly on new technologies, written agreements triggered by the use of Significant / Exceptional University Resources pose multiple threats. In particular, these agreements may: limit the academic freedom of course creators, diminish the control of course creators over intellectual property, and compromise the authority of faculty-led Academic Senate committees to approve new courses. CTT therefore concluded that it is critically important to better understand the term "Significant / Exceptional University Resource" and when it should be invoked. It also concluded that contractual language contained within recent written agreements is more powerful than required to achieve the intended goal of these agreements (i.e., protecting University investments in instruction), and that Senate bodies should use existing powers to limit contractual overreach that threatens academic freedom, Senate authority over course approval, and the role of faculty and their instructional units to control course content.

Specifically, the CTT makes recommendations related to: (1) Senate authority over course approval, (2) Senate understanding of key terms and concepts including the notion of Significant / Exceptional University Resources, and (3) acceptable contractual language for Senate-approved courses. These recommendations aim to protect the academic freedom and intellectual property rights of course creators, the authority of Senate faculty to guide the development and approval of new course content and curriculum.

Summary of Findings

- Greater clarity is needed regarding the meaning of "Significant / Exceptional University Resources", in order to understand when course development agreements are warranted.
- Existing contractual language contained within course development agreements is excessive in scope and not necessary for the protection of University investments in course materials.
- Existing course development agreements threaten academic freedom and the powers of instructional units to control the content of their curriculum.
- Existing course development agreements also threaten the authority of Senate bodies to adjudicate the quality of courses and curriculum, and to approve or disapprove new proposals.
- A modality-neutral course approval policy is needed to anticipate the blurring of lines between online and in-person modalities & their dependence on technologies that may rely on Significant / Exceptional University Resources.

Summary of Recommended Actions for Senate Bodies

Recommended Actions for Senate Leadership

1. Senate leadership should publish a statement describing its understanding of which university resources are Usual and which are Significant / Exceptional in the context of the UC Policy on Copyright, in order to clarify when a course development agreement or other contract should be used. Set a schedule to review and revise the statement as needed (e.g., every 5 years), to ensure it reflects current technologies and instructional standards.

2. Engage with UC San Diego administrators to establish acceptable contractual language for course development agreements, with the goal of agreeing upon a limited set of Senate-approved agreement templates that are shared with academic units and made publicly available. Templates should adhere to the following principles:

> i. Rights transferred by written agreements should be limited to uses that fall within the originally intended scope of use of course materials - e.g., materials should be used for purposes of teaching the originally approved course within the originally intended instructional unit. Rights to any further uses should be sought out on a case-by-case basis.
>
> ii. Written agreements should restrict the right to assess quality and approve/disapprove course materials to Senate bodies, and should never accord these powers to non-Senate university entities. CTT recommends that Senate bodies make determinations of quality according to existing procedures, including the consideration of advice from non-Senate entities such as the Teaching + Learning Commons.

If no agreement with campus administrators is achievable, then Senate leadership should convey to the Educational Policy Committee a recommendation that it add language to Senate course approval policy (see 4 below) that disallows the approval of new courses that are developed under course development agreements that violate principles i and ii above.

3. Convey to the Educational Policy Committee (EPC) the recommendation that it create a modality-neutral policy on course approval that includes provisions currently described in the Policy on Distance Education Courses, but includes a wider discussion of course approval that reflects the potentially broad application of new technologies beyond the case of online or R classes. Within this policy, the EPC should specify that new courses created with a course development agreement should only be approved by Undergraduate Council (UGC) or Graduate Council (GC) if the agreement is Senate-approved and/or adheres to the principles in Recommended Action 2 above.

4. Communicate to the Systemwide Senate that certain provisions of the UC Policy on Ownership of Course Materials have not been enforced, and should be enforced to promote transparency in the use of course development agreements. Specifically, it should request that

copies of all agreements for Course Materials created with the use of Exceptional University Resources be filed with the UC Standing Committee on Copyright, as is currently required.

Recommended Actions for the Educational Policy Committee

1. Create modality-neutral policy on course approval that reflects the potentially broad application of Significant/Exceptional University Resources beyond the case of R classes.

2. Specify in course approval policy that new courses created with a course development agreement should only be approved by Undergraduate Council or Graduate Council if the contract is Senate-approved and/or adheres to the principles in Senate-Recommended Action 2.

3. Further clarify in course approval policy the strictly advisory role of University entities (e.g., Teaching + Learning Commons) in course approval processes.

4. Periodically review and revise the Senate statement on Usual versus Significant/Exceptional University Resources (see Senate-Recommended Action 1).

Recommended Actions for Undergraduate & Graduate Council

1. Only approve new courses that are developed under a course development agreement if the agreement is Senate-approved and/or adheres to the principles described in Senate-Recommended Action 2.

2. Follow a course approval process that invites advice from the Teaching + Learning Commons while allowing for approval without such advice.

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1. BACKGROUND

Instruction in higher education depends increasingly upon diverse technologies including podcasting, learning management systems, video conferencing, and video recording of lectures in the service of flipped classrooms or fully remote learning. As the use of these technologies becomes increasingly central to the regular work of instructors on campus, important new questions arise regarding the freedom of faculty to create and teach classes. Of particular concern is that, as instruction depends increasingly upon technological resources, campus administrators may argue that these resources qualify as "significant" or "exceptional", and should therefore trigger a requirement for formal written agreements that specify terms above and beyond standard University policy.

Although instructors typically control the intellectual property and course materials they generate when teaching (see Box 1), this is not the case whenever instructors require "Significant University Resources" to create or teach a class. In such cases, faculty are required by the UC Policy on Copyright to enter into a written agreement that transfers some or all rights to course materials. According to the University of California Policy on Ownership of Course Materials (Box 3), "Ownership of the rights to Course Materials created, in whole or in part, by Designated Instructional Appointees with the use of Exceptional University Resources shall be governed by a written agreement entered into between the Originator(s) and the University. The agreement shall specify how rights will be owned and controlled and how any revenues will be divided if the materials are commercialized." These agreements may impact not only ownership rights over materials and revenue sharing, but may also contain language related to course approval procedures, as well as rights to revise and repurpose course materials either with or without the involvement of original course creators. Consequently, as the University increases its share of courses that depend on digital technologies for the design, storage, and delivery of instruction, our current landscape of intellectual property, course approval, and intellectual freedom is threatened.

Sensitive to these issues, in a Spring 2021 memo to Senate Council, (see Appendix 1) the Committee on Academic Information Technology (CAIT) expressed concern regarding the University's greater reliance on remote teaching and the intersection of this change with matters concerning course development and approval, course ownership, and specialized contracts triggered by the use of what we label here "Significant / Exceptional University Resources" (Box 2).[1] Specifically, in their May 13, 2021 memo, CAIT noted, "The emergence of greater reliance on remote teaching and the expansion of IT technologies in teaching contexts potentially intersects with University policy and oversight of teaching, work-for-hire online course

[1] As shown in Box 2, the UC Policy on the Ownership of Course Materials refers to Exceptional University Resources while the more recent UC Policy on Copyright refers to Significant University Resources. We evaluate these to have the same meaning, and refer to them collectively as Significant/Exceptional Resources in this report.

development, standards for when the university (as opposed to faculty) own the course contents, and contracts and policy governing the foregoing. These issues cut across the purview of a variety of Senate interests and Senate committees, and it plausibly outstrips the jurisdiction of any one existing committee."

The importance of this issue will only grow in future years, as highlighted by a recent report by the Senate-Administration Workgroup on Distance Learning for Academic Excellence and Resilience,[2] which contemplates the expansion of remote education on campus, including the potential development of fully remote undergraduate degree programs. If such developments require the use of Significant / Exceptional University Resources, they portend a future in which UC San Diego faculty control less and less of their intellectual property, and exercise less control over course approval and the content of curriculum.

2. CHARGE

The charge of the Ad Hoc Committee on Teaching and Technology (Appendix 1) included four components: (1) Review applicable UC, UC San Diego, and Senate policies related to faculty oversight of course/program content, faculty rights/ownership of course materials, and intellectual property contracts and compare these to UC San Diego's policies and practices to peer institutions; (2) gather and collate Senate faculty feedback on their experience developing online course content and executing online course development agreements; (3) assess the impact of any issues related to the intersection of technology used for online teaching and remote education on: a. Senate authority over curriculum and courses; b. instructor ownership of their course materials; and c. development of online course materials; and (4) formulate recommendations for a Senate response to improve existing policies and online course contracts to safeguard Senate oversight of courses and curriculum and to protect individual faculty rights/ownership of course materials.

3. INTELLECTUAL PROPERTY & SIGNIFICANT / EXCEPTIONAL UNIVERSITY RESOURCES

In the US context, it is typically the case that "[w]hen a work is a made for hire, the hiring or commissioning party is considered the author and the copyright owner."[3] US copyright law specifies that a copyrightable work is considered to be made for hire when either: (1) it is created by an employee as part of the employee's regular duties, or (2) it is created as a result of an express written agreement between the creator and a party specially ordering or commissioning it (see Figure 1, "Who owns the copyright?").

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[2] https://senate.ucsd.edu/media/568810/workgroup-on-distance-learning-for-academic-excellence-resilience-report-review-docs-4-13-22.pdf

[3] Circular 30, US Copyright Office; https://www.copyright.gov/circs/circ30.pdf

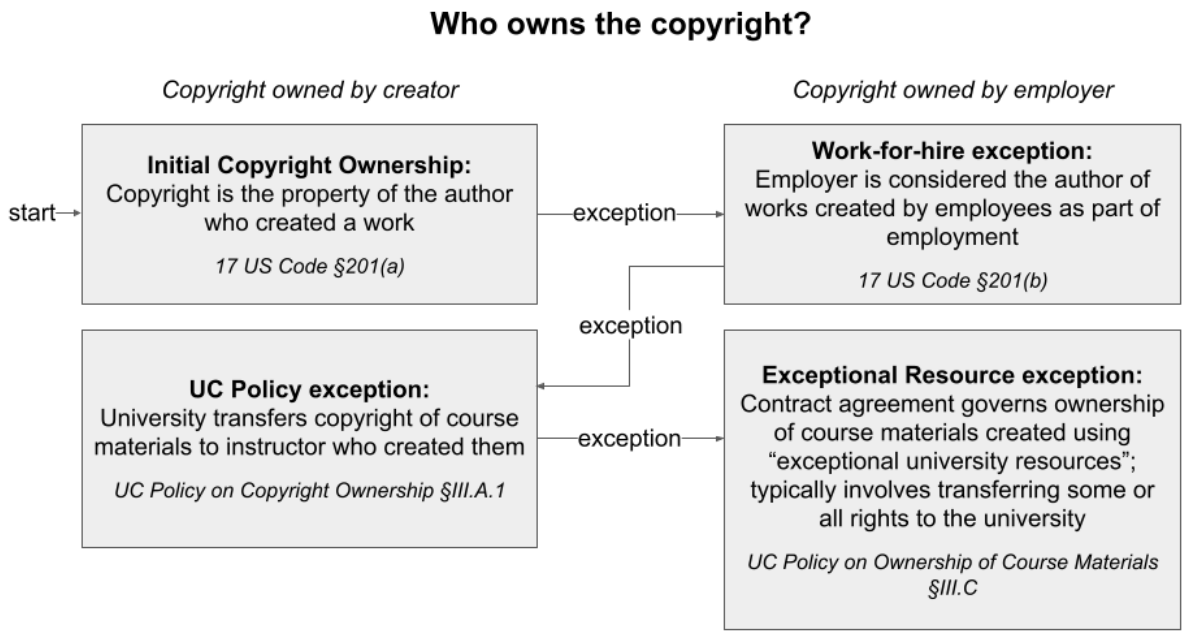

Figure 1. Who owns the copyright?

However, many universities including the University of California have explicit policies on copyright that exempt scholarly and aesthetic works from this federal policy, and that recognize the creators of these works as copyright owners. The reason for this is that universities like the University of California believe that copyright ownership protects academic freedom, and thereby enhances creativity and innovation. According to the UC Policy on Copyright (Box 1), "To fulfill its teaching, research, and public service mission, and in support of academic freedom, the University of California encourages the creation and dissemination of creative works. With this policy, the University hereby transfers any copyrights it may own in Scholarly & Aesthetic Works to Academic Authors who prepared those works using Independent Academic Effort."[4]

Box 1. UC Policy on Copyright

"To fulfill its teaching, research, and public service mission, and in support of academic freedom, the University of California encourages the creation and dissemination of creative works. With this policy, the University hereby transfers any copyrights it may own in Scholarly & Aesthetic Works to Academic Authors who prepared those works using Independent Academic Effort." (UC Policy on Copyright)

[4] https://copyright.universityofcalifornia.edu/resources/copyright-ownership.html

With this policy, the University of California explicitly recognizes that copyright ownership is central to academic freedom and the creation and dissemination of creative works. Copyright ownership incentivizes innovation by allowing creators to directly benefit from their creations, but also protects their reputations as creators and public figures by ascribing them full control of the reuse and modification of materials they create. Copyright ownership of course materials (e.g., digital recordings), ensures that when a creator shares a work, the work cannot be modified in a way that conflicts with their original intent. This may be particularly important when new or controversial content is created and the creator wishes to ensure that their name, their voice, and their likeness are associated with views that they endorse, and that materials are not modified to communicate positions that they do not support. Also, copyright ownership allows instructional units to control the content they create in the service of a curricular vision, without threat that this content will be used in ways not intended by the unit or its members, or by competing entities. In summary, transfer of copyright to another party potentially threatens incentives to generate innovative instructional content, eliminates the control that creators exercise over the contents that are associated with their name, voice, and likeness, and reduces the control of academic units over courses, curriculum, and their unique educational vision.

Box 2. Significant / Exceptional University Resources - definitions
Significant University Resources "means University Resources beyond the usual support provided by the University and generally available to similarly situated Academic Authors or, as applicable, students. For the purposes of this definition, "usual support provided by the University and generally available to similarly-situated Academic Authors" includes customary administrative support, library facilities, office space, personal computers, access to computers and networks, and salary." (UC Policy on Copyright Ownership, 2021)

Exceptional University Resources: "University Resources (including but not limited to University Facilities and University Funds, as described below) significantly in excess of the usual support generally available to similarly situated faculty members. Customary secretarial support, library facilities, office space, personal computers, access to computers and networks, and academic year salary are not considered exceptional university resources." (UC Policy on Ownership of Course Materials, 2003)

Despite the University of California's recognition of the importance of copyright to academic freedom, the University nevertheless asserts limits to its importance. In particular, the University of California asserts that "Ownership of the rights to Course Materials created, in whole or in part, by Designated Instructional Appointees with the use of Exceptional University Resources shall be governed by a written agreement entered into between the Originator(s) and the University. The agreement shall specify how rights will be owned and controlled and how any

revenues will be divided if the materials are commercialized." (Box 3)[5] Thus, when the University contributes Significant / Exceptional Resources for the creation of course materials, this triggers the requirement for a written agreement which may require the creator to transfer all rights to the course materials, therefore departing from the principle of protecting academic freedom and promoting the creation and dissemination of creative works.

Box 3. Ownership of Course Materials
"Except as provided below, ownership of the rights to Course Materials, including copyright, shall reside with the Designated Instructional Appointee who creates them."

"Ownership of the rights to Course Materials created, in whole or in part, by Designated Instructional Appointees with the use of Exceptional University Resources shall be governed by a written agreement entered into between the Originator(s) and the University. The agreement shall specify how rights will be owned and controlled and how any revenues will be divided if the materials are commercialized." (UC Policy on Ownership of Course Materials)

These UC policies are similar to policies on copyright and ownership of course materials at comparable institutions of higher education. This similarity extends to the ambiguity of key terms like "significant" and "exceptional". Neither UCOP policy nor local campus rules and regulations specify how the boundary between Usual and Significant / Exceptional University Resources should be drawn in practice. This is particularly important given the rapid pace at which emerging technologies become widely adopted as part of usual instructional practices, as evidenced by shifts in practices during the COVID-19 pandemic. Should new technologies, never previously used by any instructor, be considered Usual? Or should they be considered Significant / Exceptional, even if every instructor is expected to use them? The CTT judged that answers to these questions are within reach (see Section 5), and that the lack of explicit language in current policy creates a terrain for unnecessary uncertainty when instructors seek to make use of University resources, particularly if instructors are left to negotiate with campus administrators on a case-by-case basis. Therefore, a stronger role for Senate leadership is needed both in defining key terms, but also in approving or disapproving contractual language that is deemed acceptable for Senate-approved courses and programs.

4. ACADEMIC FREEDOM, COURSE APPROVAL, & CURRICULUM CONTROL

The University of California does not offer an explicit rationale for invoking written agreements when Significant / Exceptional University Resources are deployed. However, it is plain to see why the University might like to protect its investments in instruction. For example, if a campus

[5] https://policy.ucop.edu/doc/2100004/CourseMaterials

such as UC San Diego were to commit $70,000 to each of 10 classes meant to form the core of an online master's degree program, this investment might be placed at risk if an instructor who owned the rights to one or more of these courses separated from the campus or was no longer interested in teaching a course, making it difficult or impossible for the program to be offered. A critical question is whether it is possible to adequately protect the University's investments in course development while also preserving academic freedom of individuals, as well as the collective authority of Senate faculty to create, modify, and approve course contents and materials.

Recently, administrators at UC San Diego have sought to protect campus investment in course materials via written agreements such as the On-Line Course Development Agreement. The CTT assessed example agreements and found them to be excessive in scope, potentially damaging to core principles of our community, and contrary to the integrity of our Senate institutions. Multiple areas of concern were identified, as detailed below. The committee judged that the goals of the University to protect its investments could be achieved with alternative language that is more convivial to academic freedom and Senate faculty authority over course approval and curriculum design. Below we enumerate these concerns and associated contractual language before recommending modifications in Section 5.

Note that a key limitation to the CTT review of existing written agreements is that the University of California and its campuses do not make past agreements accessible in a public repository, despite policy requiring this practice. In particular, UC Policy on Ownership of Course Materials states:

"To promote increased University-wide understanding of the evolving circumstances of the use of University resources in instruction, copies of all agreements for Course Materials created with the use of Exceptional University Resources shall be filed with the UC Standing Committee on Copyright."

The CTT contacted the UC Standing Committee on Copyright and its parent committee, the Systemwide Library and Scholarly Information Advisory Committee (SLASIAC), and learned that these bodies have not received copies of any agreements for Course Materials created with the use of Significant / Exceptional University Resources. Therefore, it is currently impossible to perform an exhaustive study of how such contracts are used at the University of California. The CTT noted that, consistent with the language of the UC Policy on Ownership of Course Materials, this lack of transparency hinders our "understanding of the evolving circumstances of the use of University resources in instruction" with potentially negative consequences for faculty, Senate bodies, and academic units.

4.1. Academic Freedom

A critical concern of the CTT is that current contractual language may inhibit the creation of courses that express new, innovative, or controversial content. Copyright law ascribes rights to creators in order to promote innovation, by ensuring that creators will reap the benefits of their innovation. Compatible with this concern, a survey of UC San Diego Senate faculty found that 87% of respondents would be unlikely to share new or controversial ideas if they did not retain sole usage and intellectual property rights (Figure 2).[6] Just as critical, however, is that control over course materials ensures that creators control how their name, their voice, and their likeness are publicly represented, ensuring that ideas or other contents they produce are not manipulated or compromised in ways that conflict with their intent. Contracts that limit these rights may not only reduce creativity and innovation, but may also inhibit creators from wishing to associate their names, voices, and likenesses with ideas or contents that might later be altered and displayed without further consultation, potentially misrepresenting their views. In sum, such contracts threaten to inhibit course creators, and reduce their willingness to create, innovate, and to address sensitive or controversial topics.

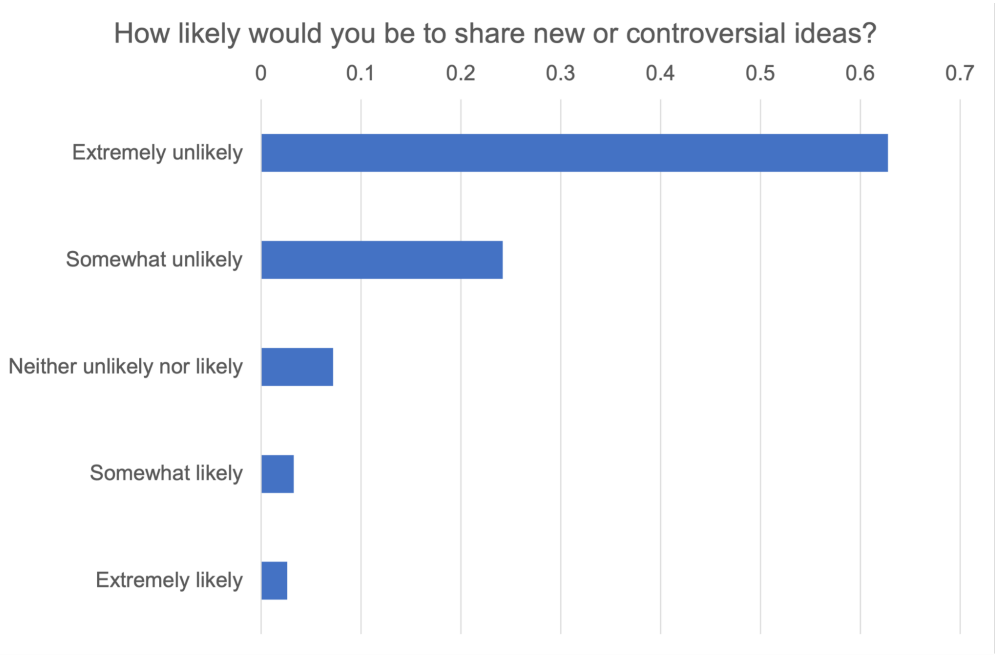

Figure 2. UC San Diego Senate Faculty responses to the question, "How likely would you be to share new or controversial ideas in a recorded lecture if campus administrators had the right to modify, update, revise, or selectively sample from your lecture recording for educational or commercial purposes?" N = 154

[6] CTT constructed a survey that was shared with all Senate faculty on September 8, 2022. The survey measured attitudes toward questions relating to academic freedom, written agreements, course materials and resources, R classes, and online instruction more generally. A total of 154 responses were recorded, representing 6% of possible respondents. The complete questionnaire can be found in Appendix 3.

One recently used contract template provides an example of language that the CTT assessed as having the potential to inhibit academic freedom:

"The Course Creator hereby grants the University a non-exclusive, irrevocable, worldwide, fully paid up, perpetual license to use, copy, sell, distribute, make derivative works, publicly display, and publicly perform, and authorize others to use, copy, sell, distribute, make derivative works, publicly display, and publicly perform the Course and Course Materials (or any portions thereof) through any means that currently exists or may be developed in the future, including without limitation through the use, public performance, and public display of the Course Recordings. This license includes the right to make alterations and derivative works to make the Course, Course Materials, or Course Recordings compatible with or otherwise suitable for distribution or licensing, to translate the Course or Course Materials into foreign languages, to make the Course or Course Materials accessible to people with disabilities, or to update, revise, or modify the Course, the Course Materials, and the Course Recordings to preserve or enhance their educational value as determined by the University." (see Appendix 2).

4.2. Course Approval

A second concern relating to course development agreements is that they may threaten to compromise the authority of Senate faculty to adjudicate the content and quality of its curriculum. Under ordinary circumstances, the content and quality of new courses is determined by three entities on campus: course creators (e.g., instructors), academic units (e.g., via curriculum planning and approval of new course proposals), and Senate bodies including the Educational Policy Committee, Undergraduate Council, and Graduate Council who have final approval powers for new courses. Academic units collaborate to construct a philosophy for their programs, which courses to include, and what types of content to cover. Course creators implement this vision with substantial freedom, designing a syllabus that expresses their vision for how elements of this curriculum should be presented. Undergraduate Council and Graduate Council review and approve new courses, curricula, and programs, in coordination with the Educational Policy Committee. In this way, faculty exercise their academic freedom and their authority to plan, create, and approve new courses and curricula.

In contracts recently used at UC San Diego, this model of how faculty govern the creation of course content is potentially compromised by written agreements that flow from the use of Significant/Exceptional University Resources. In particular, the final authority of Senate bodies to adjudicate the quality of new course offerings is compromised by language that ascribes these powers to the University:

"If the University determines the Course, Course Materials, or Course Recordings are not of sufficient academic or technical quality or merit, the University will so advise the Course Creator and give the Course Creator thirty (30) additional days to improve the Course and re-submit for University approval. If the University does not approve the re-submitted material, no Course

Development Incentive will be paid and if all or part of a Course Development Incentive has already been paid, Course Creator shall reimburse the University for the amount paid."[7]

In addition to compromising the authority of Senate entities to adjudicate the content and quality of courses, this language is stronger than is needed to accomplish the goal of protecting University investment. The CTT concluded that it is reasonable for the University to ask that, if a course creator receives special incentives for course creation, then the creator should complete a quality build of the course. For example, if a faculty member receives 1/9 of summer salary for creating a new course and does not contribute work to the project, it might be considered poor stewardship of funds to nevertheless remunerate the work at 100%. However, the CTT also judged that this alone does not require altering existing structures of course approval, and that existing processes could be deployed in future written agreements triggered by Significant / Exceptional University Resources. For example, alternative text might recognize Senate bodies such as Undergraduate Council or Graduate Council as arbiters of quality. Note that under such a scenario, these Senate bodies need not bear any new burdens; any University entity that campus currently employs to comment on quality could continue to provide this service, and could communicate their advice to the relevant Senate body to inform their quality assessment. For example, if the Teaching + Learning Commons is currently deployed by the University to assess the quality of materials developed under a written agreement, then the Teaching + Learning Commons could continue to provide such advice, and communicate this to the relevant Senate body, who could then follow their usual approval processes. Such a process would preserve Senate authority over course approval while simultaneously protecting the University's investment in course development.

Compatible with this vision, a survey of UC San Diego Senate faculty members found that 92% of respondents believed that campus administrators and their delegates should not have the power to approve or disapprove new classes (Figure 3).

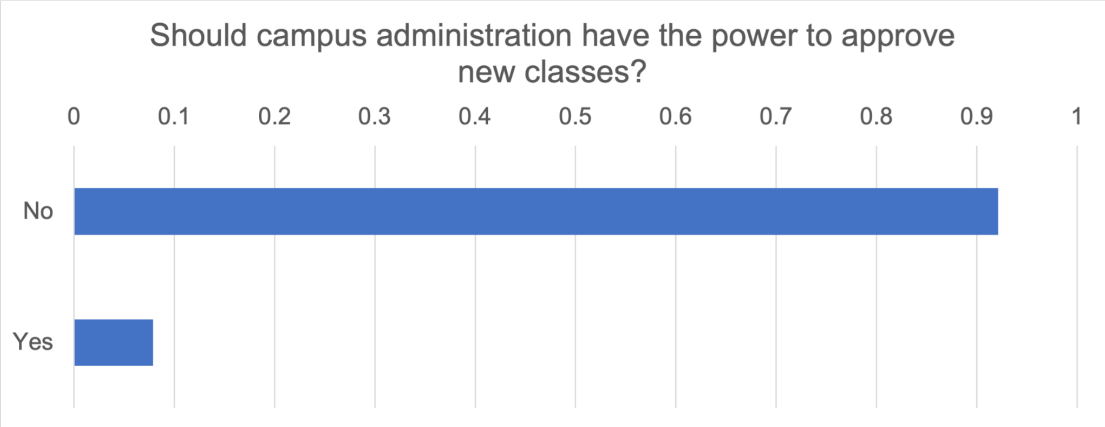

Figure 3. UC San Diego Senate Faculty response to question, "Do you believe that campus administration and their delegates (e.g., Teaching + Learning Commons) should have the power to approve or disapprove new classes prior to submission to the Academic Senate?" (N = 154)

4.3. Curriculum Control

A third concern relating to course development agreements is that they grant powers to the University to deploy course materials in ways that extend beyond the scope of the intended uses imagined by the original course creator, while also threatening the ability of academic units to protect content that defines their curriculum and identity as educators.

As described in Section 4.1, the transfer of perpetual rights to use, copy, sell, distribute, make derivative works, etc., of course materials poses a threat to academic freedom, innovation, and creativity. Beyond this, such a transfer of rights disrupts the existing autonomy of course creators and academic units to control and protect the unique status of their curriculum. For example, if a course creator within an academic unit creates new course materials, it is not currently possible for another academic unit on campus - or at peer institutions - to appropriate those materials without the further consent of the course creator and/or their academic unit. However, written agreements that transfer all rights from course creators to the University allow such reuses, *inter alia*. This impacts not only the course creator, but also the academic unit for whom they perform instruction, insofar as course materials are created as part of that unit's curriculum. Academic units differentiate themselves from others on campus - and from those at peer institutions - in part through the development of unique curriculum and course offerings. Also, as the funding of academic units increasingly depends on the flow of students into classrooms, these units also risk loss of revenues when their intellectual property is lost. Consequently, the identity and flourishing of academic units is tightly bound to the control they exercise over course contents, course materials, and curriculum.

In the context of these considerations, the CTT judged that the transfer of rights such as those described in 4.1 extends well beyond what is required to protect University investment in instructional resources, and that this goal could be accomplished with alternative language that preserves academic freedom and the control of course creators and their academic units over course content and curriculum. The CTT concluded that the University may protect its investment while preserving other core values by limiting future uses of course materials to those that fall within the scope of what was originally intended by the course creator and their academic unit. In particular, contractual language could limit future reuse, modification, etc., to instances that are required for offering the originally approved course, in the originally designated academic unit, such that the reuse or modification for any other purpose would occur only with that academic unit's further approval on a case-by-case basis.

4.4. Contractual Language

Sections 4.1 - 4.3 detail ways in which academic freedom, course approval, and curriculum control are potentially impacted by written agreements triggered by the use of Significant / Exceptional University Resources. These sections also highlighted ways in which future

agreements might avoid negative impacts by directly recognizing the rights and responsibilities of course creators, Senate bodies, and instructional units. In Section 6 (Recommendations), the CTT recommends that such agreements should explicitly acknowledge the final authority of Senate bodies to adjudicate quality, rather than administrative bodies such as the Teaching + Learning Commons. Also, the CTT recommends that Senate bodies and academic units should have final authority to determine whether course materials may be modified or used for a purpose other than what was originally intended by the course creator and their academic unit.

Note that University administrators may claim that any contract between a faculty member and the University should be limited to stating the rights and responsibilities of the two contracting parties relative to each other, and that the term "University" incorporates all internal policies and procedures (including the governance arrangements between the administration, the Senate, and the academic units), making it inappropriate to include any provisions pertaining to governance within the University. It is the understanding of the CTT that there is no legal reason to impose such a limitation, and that such practices are attested in current agreements used at UC San Diego. For example, the UC San Diego administration incorporates mention of internal governance into its current On-Line Course Development Agreement (see Appendix 2), in referring to a condition in which "Course Creator first obtains written consent from the Executive Vice Chancellor of the San Diego campus of the University." This precedent makes plain that similar powers may also be accorded to other entities within the University, such as Undergraduate Council, Graduate Council, the Educational Policy Committee, or others.

5. DEFINING SIGNIFICANT/EXCEPTIONAL UNIVERSITY RESOURCES

As noted above, University course material and copyright policies define two terms with similar meanings: "Exceptional University Resources" is defined within the 2003 UC Policy on Ownership of Course Materials, while "Significant University Resources" is defined within the 2021 UC Policy on Copyright (see Box 2 for definitions). As noted above, we refer to these collectively as "Significant / Exceptional University Resources".

Because the University's Policy on Ownership of Course Materials indicates that "the use of Exceptional University Resources shall be governed by a written agreement entered into between the Originator(s) and the University," it is of central importance that Senate faculty and the administration have a mutual understanding of exactly what constitutes Significant / Exceptional University Resources. This, in turn, requires a mutual understanding of the phrase "usual support provided by the University and generally available to similarly-situated Academic Authors."

There is ample evidence that such a mutual understanding is lacking. First, in a 2019 systemwide review of the University's draft of what would become the 2021 Policy on Copyright

Ownership,[7] Senate bodies across the UC system expressed substantial concern regarding the meaning and scope of the term Significant University Resources. A small but representative sample of these concerns is summarized in Section 5.1, below. Second, although examples of "usual support" are provided by the list referenced in available definitions (customary administrative support, library facilities, office space, personal computers, access to computers and networks, and salary), this list is not exhaustive and the terms within it are vague or underspecified (e.g., "customary administrative support"). Therefore, in Section 5.2 we describe principles for identifying Usual and Significant / Exceptional University Resources, describe data regarding Senate faculty opinion on this question, and provide a preliminary list of Usual resources based on these factors.

5.1 Concerns Expressed by Senate Bodies

In a 2019 systemwide review of the 2021 Policy on Copyright Ownership, 84 pages of comments were elicited from Senate bodies across the UC system.[8] Here we provide a small but representative sample of comments questioning the meaning and deployment of the term "Significant University Resources".

"Each of the reviewing committees also raises concerns regarding the vague definition of "Significant/Exceptional University Resources" in the FAQ section. CIT, CFW, and COLASC remark that such ambiguity in the language might negatively affect the further development and creation of online courses that require a significant amount of resources, including FTE support from Learning Technologies and the Faculty Instructional Technology Center (FITC) at UC Santa Cruz, if faculty do not retain ownership of such courses. The Division asks for this to be clarified and revised to better articulate the potential impact of the proposed revised policy on faculty and instructors developing online courses."

- *Kimberly Lau, Chair of Academic Senate, UC Santa Cruz*

"The Presidential Policy uses "significant university resources" as a metric for copyright ownership, but significant resources are defined as those that go "beyond the usual support provided by the University and generally available to similarly situated Academic Authors or, as applicable, students." With such wide variance in support across divisions, departments, labs, and even individual faculty, how is the baseline for "usual support" determined? And how are "similarly situated Academic Authors" defined? CAF is concerned that the ambiguity of language could later permit the University to exclude certain works or authors—especially those with less institutional power—from rights to their copyright. CAF is concerned that this new policy therefore has the potential to open up academic authors to a weakening of their individual rights to hold their copyrights, which would be a grave threat to their academic freedom."

[7] https://copyright.universityofcalifornia.edu/resources/copyright-ownership.html
[8] https://senate.universityofcalifornia.edu/_files/reports/kkb-sc-copyright-ownership-policy.pdf

- *Jessica Taft, Chair, Committee on Academic Freedom, UC Santa Cruz*

"This committee strongly opposes any revision in which the University would exert copyright ownership of every project that receives a Faculty Research Grant, the maximum of which is $20,000.00 per project (many grants are for much less). The committee encourages further clarification of the parameters of "Significant/Exceptional University Resources" to make clear that these funds are excluded."

- *Henning Bohn, Chair of Academic Senate, UC Santa Barbara*

"(M)embers wonder if an online course they create would be considered their own if for example the lectures are produced using UC-owned cameras and technical support operating the cameras, or if the course syllabus, reading list, and lectures notes are all posted to and accessed by students via UC educational software (e.g., bCourses, Canvas, or similar licensed platforms).

- *Robert Ashmore, Chair, Committee on Courses of Instruction, UC Berkeley*

"Based on concerns raised by some members regarding the copyright of online courses possibly posing an impediment to adapting material used in the class for future teaching endeavors, it was recommended that copyright of online course material grant professors nonexclusive right to adapt the course for future teaching endeavors."

- *Jeffrey B. Lewis, Chair, Faculty Executive Committee, UCLA*

"It is true that whenever the "work made for hire" provision applies, the University would own the copyright, rather than the faculty member. However, the "work made for hire" provision rarely applies to university faculty because of the long-standing "teacher exception" that has been recognized in Title 17 case law since 1929. This exception recognizes that faculty are dissimilar to corporate employees in numerous ways and removes faculty from the "work for hire" category of copyright ownership, except in unusual circumstances. Quoting from the decision in a 1969 case "University lectures are sui generis. Absent compulsion by statute or precedent, they should not be blindly thrown into the same legal hopper with valve designs." The existence of the teacher exception is extremely important for academic freedom. In its Statement on Copyright, the American Association of University Professors (AAUP) described the serious problems that would arise if the teacher exception did not exist and the institution owned the copyright to faculty scholarship. The AAUP writes "Were the institution to own the copyright in [faculty scholarship] under a work-made-for-hire theory, it would have the power, for example, ... to censor and forbid dissemination of the work altogether" and continues "Such powers, so deeply inconsistent with fundamental principles of academic freedom, cannot rest with the institution."

- *Lynn Westerkamp, Chair, Committee on Academic Personnel, UC Santa Cruz*

Given concerns such as these and many others described in the UC systemwide review, it is imperative that Senate Faculty at UC San Diego seek clarity regarding the term “Significant / Exceptional University Resources”. The CTT judged that, to initiate this process, Senate Leadership (e.g., in cooperation with the Educational Policy Committee), should issue a statement that articulates its understanding of how to classify familiar resources. This statement, in addition to guiding the actions of course developers, could also act as a starting point for discussions between Senate leadership and campus administrators, should disagreements exist.

5.2 Toward a Meaningful Typology of Usual University Resources

Although the task of enumerating which resources should be counted as Usual versus Significant / Exceptional may extend beyond the charge of the CTT, the committee attempted to create a preliminary list (below), informed by data from a poll of Senate faculty (see Figure 4). Also, the CTT sought to articulate principles that might guide discussion of how to classify new and emerging resources. The starting point for this process was to disambiguate the dimensions on which terms like Exceptional and Significant might be distinguished from Usual. We suggest three dimensions: whether a resource is generally available to a relevant class of faculty and/or is expected to be used, how frequently the resource is used, and the absolute magnitude of the resource (e.g., whether the resource is especially large). For several reasons, the CTT judged that the first dimension is and should be the primary determinant of the classification as Usual versus Significant / Exceptional. First, this sense is compatible with the relevant UC policies, where Significant / Exceptional resources are contrasted with resources that are “generally available to similarly situated Academic Authors or, as applicable, students.” (Box 2) Clearly in this definition, typical availability, rather than the magnitude of resources or frequency of use, is central. Second, whereas it is practically possible to identify which resources are generally available to “similarly situated” course creators, it is unclear whether or how a threshold might be established for identifying especially large or infrequent investments. For example, some resources listed by UC policy as Usual are clearly very costly, and clearly more costly than even the largest course development grants (e.g., salary, office space, customary secretarial support). At the same time, although the size of a resource investment alone is clearly not grounds for identifying it as Significant / Exceptional, the cost of resources is clearly relevant, since only sizeable investments are worthy of special protections like those created by written course development agreements.

Given considerations such as these, the CTT judged that the distinction between Usual and Significant / Exceptional Resources should include a normative component, where resources are considered Usual not only if they’re demonstrably available to all, but that they should also qualify as usual if they are required to perform one’s regular duties according to emerging best practices. Meanwhile, resources that are not available to all and are not required to perform one’s regular duties according to best practices should not generally be considered Usual. A normative

perspective is important to anticipating the use of future resources and technologies, or the use of current resources under future conditions in which new demands are placed upon course creators. For example, if a new norm emerged in which Senate faculty were expected to develop online classes to support program development, it would be perverse to label resources required by this expectation as Significant / Exceptional because these resources had not previously been usual (i.e., available to similarly situated faculty). If Senate faculty are expected to use a resource, then it should be labeled as Usual even if it has not previously been available to all. This is critical as campus administrators imagine a future in which flipped classes, R classes, and fully online degree programs become widespread at UC San Diego, and resources that might currently be considered Significant / Exceptional become necessary to fulfill this vision.[9] For example, if the recommendations of the Senate-Administration Workgroup on Distance Learning for Academic Excellence and Resilience are followed, campus will experience a surge in flipped courses (which the Workgroup deemed an "established best practice"), R classes, and possibly online degree programs.

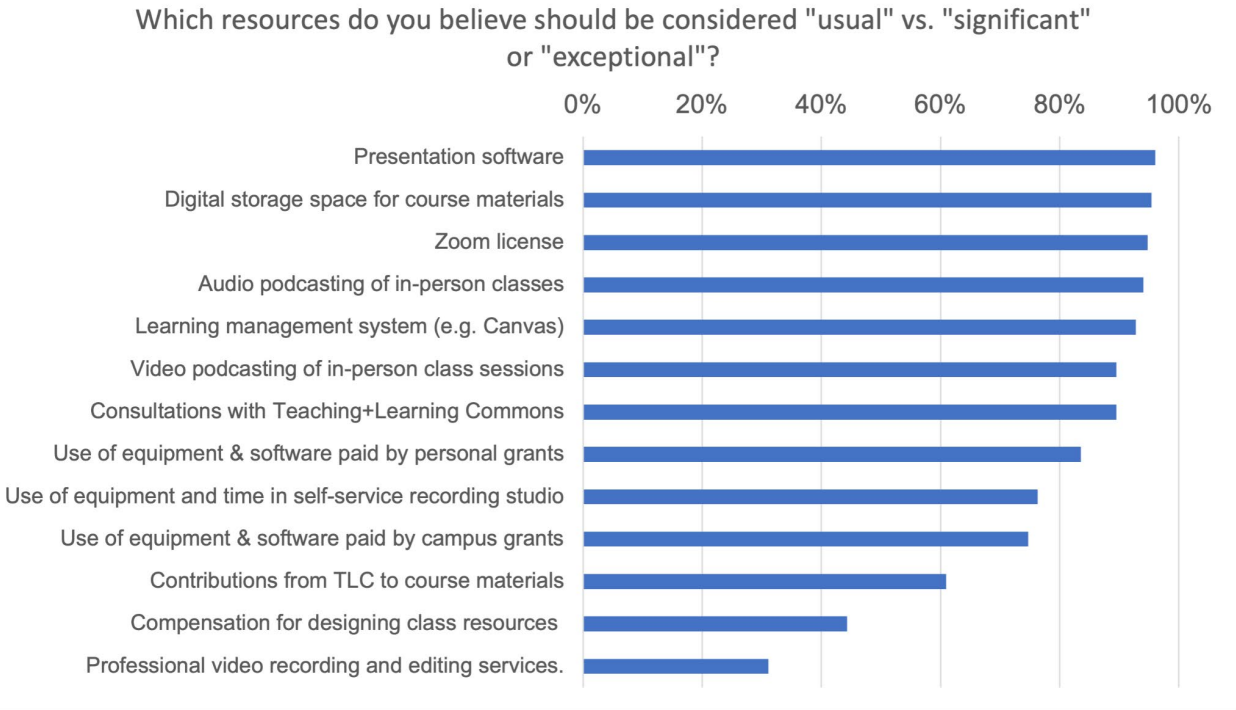

Figure 4. UC San Diego Senate Faculty responses to question, "Which resources do you believe should be considered "usual" vs. "significant" or "exceptional"? (N=154). Note that resource descriptions on the Y axis are abbreviated. For a complete list of questions, see Appendix 3.

[9] Note that UC Senate policy in preparation, linked here, may create explicit residency requirements that preclude the possibility of fully online degrees, while leaving open the possibility of completing some components of degree requirements remotely.
https://senate.universityofcalifornia.edu/_files/underreview/sc-senate-review-sr630-residency.pdf

In sum, the CTT judged that the Senate should clarify how it understands the term Usual, in order to explicitly express that absolute dollar costs should not be a primary factor, and to express that resources should be considered Usual if, in addition to being "generally available to similarly-situated Academic Authors," these resources are also necessary to engage in recommended best practices, or duties that are otherwise expected of them as a part of their regular duties.

Although it is not possible to identify all of the resources that should be considered Usual in future, the CTT used the above considerations, in combination with survey data from UC San Diego Senate Faculty (Figure 4), to create the following non-exhaustive list.

- Presentation software (e.g., Powerpoint, Keynote, UCSD managed Google apps or equivalent)
- Digital storage space for archiving course materials
- Zoom licenses
- Tools and infrastructure for audio podcasting of in-person class sessions
- Learning management system (e.g., Canvas)
- Consultations with Teaching + Learning Commons on pedagogy and design
- Tools and infrastructure for video podcasting of in-person class sessions (e.g., Kaltura)
- Tools for self-video recording lectures, using personal research funds (e.g., research grants, startup/retention packages)
- Use of equipment and time in self-service recording studio ("Studio U") without professional editing services
- Tools for self-video recording lectures, using internal grants for the development of these instructional materials
- Contributions from the Teaching + Learning Commons to course materials (e.g., captioning)

6. RECOMMENDATIONS

Recommendation 1: Significant / Exceptional University Resources

Senate leadership should issue a statement describing its understanding of which university resources are Usual vs. Significant / Exceptional in the context of the UC Policy on Copyright, in order to clarify when a course development agreement should be used. This statement should be periodically reviewed and revised as needed (e.g., every 5 years) to reflect changes in practices, technology, etc.

Here, we provide example language that might be used to clarify this understanding:

According to the UC Policy on Copyright Ownership, Significant University Resources refers to "University Resources beyond the usual support provided by the University and generally available to similarly situated Academic Authors or, as applicable, students." This definition also states that "usual support provided by the University and generally available to similarly-situated Academic Authors" includes customary administrative support, library facilities, office space, personal computers, access to computers and networks, and salary." (UC Policy on Copyright Ownership, 2021) Here, we understand the distinction between Usual and Significant to be defined in terms of availability to Senate faculty, and not to the absolute dollar value of resources. In addition, we understand Usual resources to include not only those resources that are generally available to Senate faculty at the present time, but also those resources that are either now or in future deemed necessary to engage in recommended best practices or duties that are otherwise expected of them as a part of their regular task.

In addition to the items included in the UC Policy on Copyright Ownership (customary administrative support, library facilities, office space, personal computers, access to computers and networks, and salary), we consider that Usual resources also currently include, but are not limited to: Tools and infrastructure for audio podcasting of in-person class sessions, tools and infrastructure for video podcasting of in-person class sessions (e.g., Kaltura), tools for self-video recording lectures, campus research funds (e.g., research grants, startup/retention packages), Zoom licenses, use of a learning management system (e.g., Canvas), presentation software (e.g., Powerpoint, Keynote, UCSD managed Google apps or equivalent), digital storage space for archiving course materials, consultations with Teaching + Learning Commons on pedagogy and design, use of equipment and time in self-service recording studio ("Studio U") without professional editing services, and teaching assistant support.

Recommendation 2: Require Acceptable Course Development Agreements

The CTT recommends that Senate leadership enter into discussions with campus administrators to agree upon acceptable contractual language for course development agreements, with the goal of establishing a limited set of Senate-approved agreement templates. Senate bodies (EPC, GC, UGC) should approve courses created with course development agreements only if these agreements are among those approved by Senate. If Senate leadership is unable to reach agreement with campus leadership regarding acceptable contractual language for course development agreements, then UGC and GC should reject course proposals for classes built with non-approved contracts (or contracts that deviate from accepted principles).

The CTT recommends that course development agreements should adhere to two principles:

i. Rights transferred by written agreements should be limited to uses that fall within the originally intended scope of use of course materials - e.g., materials should be used for purposes of teaching the originally approved course within the originally intended instructional unit. Rights to any further uses should be sought out on a case-by-case basis.

ii. Written agreements should restrict the right to approve course materials to Senate bodies, with other University entities (e.g., Teaching + Learning Commons) serving in an advisory capacity.

Recommendation 3: Modality-Neutral Policy on Course Approval

The CTT recommends that the Educational Policy Committee (EPC) should create a modality-neutral policy on course approval that includes provisions currently described in the Policy on Distance Education Courses, but that includes a wider discussion of course approval that reflects the potentially broad application of new technologies beyond the case of online or R classes. The current approach of limiting policy to R classes suffers from two main limitations. First, as online instructional methods become more familiar to instructors, concerns relating to their ability to create quality R classes, per se, may diminish. Second, as new technologies and instructional techniques continue to emerge, these may be used in both R and non-R environments, and may blur the line between these categories. Although R classes are currently associated with the use of specific technologies, this is merely an association, since flipped in-person classes may rely just as heavily on pre-recorded lectures, the use of video-conferencing in hybrid environments, or various online testing modalities, and may therefore differ only in the requirement that at least 50% of meetings be held in person. The CTT does not advocate for a loosening of R course approval policies at this time, but instead believes that, where possible, policies should be targeted to promote quality instructional practices that engage the use of emerging practices and technologies, rather than targeting classes on the basis of the percentage of meetings that are held in-person.

A modality neutral course approval policy would also accomplish three additional policy goals. First, the CTT recommends that a modality neutral course approval policy should address the use of Significant / Exceptional University Resources. For example, it should stipulate that new courses created with a course development agreement should only be approved by Undergraduate Council or Graduate Council if the agreement is Senate-approved and/or adheres to the principles in 2. Second, the CTT recommends that this course approval policy should more explicitly describe the advisory role of campus entities in the review and approval process for new courses whether R or non-R, since this is relevant to all modalities (particularly when Significant / Exceptional University Resources are involved). Currently, the Teaching + Learning Commons plays an advisory role in the approval of R courses at UC San Diego. In particular, the Policy on Distance Education Courses specifies:

“Prior to Senate review, proposers are required to consult with the Teaching + Learning Commons to ensure a Distance Education course meets the quality assurance standards set forth by the Quality Matters Rubric.”

The CTT noted that faculty sometimes misunderstand the powers of the Teaching + Learning Commons, and believe they are required to satisfy all requests made by the Teaching + Learning Commons before a course can be approved. Also, in certain public communications, the Teaching + Learning Commons appears to also adopt this understanding. To clarify this, the CTT recommends that the language be altered. We provide an example edit below:

“Prior to Senate review, proposers are required to ensure that a course meets applicable quality assurance standards. To help ensure this, the proposers should seek the advice of the Teaching + Learning Commons. Although the Teaching + Learning Commons does not have formal approval powers, the proposer should nevertheless document in their proposal how they have responded to their advice, justifying cases in which they depart from it.”

Note that because it is not practical for every new course to be reviewed by Teaching + Learning Commons the EPC should consider how to prioritize the use of this resource. One option, for example, would be to require a Teaching + Learning Commons consultation for any class that uses particular techniques that the EPC considers to need review (e.g., more than 50% of lecture videos delivered asynchronously, online exams, or otherwise). Such a policy would capture most current R classes, while also capturing flipped classes that deliver lectures entirely via prerecorded videos (note that such changes would require minor modification of course approval forms, to ask course creators whether they intend to use particular techniques - e.g., whether more than 50% of lectures will be delivered asynchronously). Alternatively, if it is particularly nervous about how R courses are developed, the EPC might develop a modality neutral course approval policy that accomplishes all of the above goals (protection of intellectual property, roles of Senate and administrators in approval, additional scrutiny for non-R uses of emerging instructional techniques), but nevertheless treats R classes as a unique case meriting additional protections and scrutiny.

Recommendation 4: Enforcement of UC Policy on Ownership of Course Materials

The CTT recommends that Senate leadership communicate to the Systemwide Senate that certain provisions of the UC Policy on Ownership of Course Materials have not been enforced, and should be enforced to promote transparency in the use of course development agreements. In particular, the UC Policy on Ownership of Course Materials states:

“To promote increased University-wide understanding of the evolving circumstances of the use of University resources in instruction, copies of all agreements for Course Materials created with

the use of Exceptional University Resources shall be filed with the UC Standing Committee on Copyright."

The CTT contacted the UC Standing Committee on Copyright and its parent committee, the Systemwide Library and Scholarly Information Advisory Committee (SLASIAC), and learned that these bodies have not received copies of any agreements for Course Materials created with the use of Significant/Exceptional University Resources. The CTT recommends that, in addition to asking that this policy be enforced, the Systemwide Senate leadership should also request an amendment to future versions of the UC Policy on Ownership of Course Materials that specifies exactly who should be responsible for transmitting copies of agreements to the UC Standing Committee on Copyright.

April 7, 2022

Subject: Charge for Academic Senate Ad Hoc Committee on Technology and Teaching

Background
In Spring 2021, the Committee on Academic Information Technology (CAIT) submitted a recommendation to Senate Council to form an ad hoc committee on technology and teaching. In CAIT's May 13, 2021 memo, CAIT noted, "The emergence of greater reliance on remote teaching and the expansion of IT technologies in teaching contexts potentially intersects with University policy and oversight of teaching, work-for-hire online course development, standards for when the university (as opposed to faculty) own the course contents, and contracts and policy governing the foregoing. These issues cut across the purview of a variety of Senate interests and Senate committees, and it plausibly outstrips the jurisdiction of any one existing committee." In response, Senate Council is convening an ad hoc committee to investigate and make recommendations about the intersection of technology used for online teaching and remote education, particularly as it relates to intellectual property, contracts, and faculty oversight for courses and curriculum.

Charge
The charge of the ad hoc is to:

1. Review applicable UC, UCSD, and Senate policies related to faculty oversight of course/program content, faculty rights/ownership of course materials, and intellectual property contracts. Compare UCSD's policies and practices to peer institutions.
2. Gather and collate Senate faculty feedback on their experience developing online course content and executing online course development agreements.
3. Assess the impact of any issues related to the intersection of technology used for online teaching and remote education on: a. Senate authority over curriculum and courses; b. instructor ownership of their course materials; and c. development of online course materials.
4. Formulate recommendations for a Senate response to improve existing policies and online course contracts to safeguard Senate oversight of courses and curriculum and to protect individual faculty rights/ownership of course materials.

Timeline
The Workgroup will meet May-August 2022, with a report to be submitted to Senate Chair Javidi by August 31, 2022.

Composition
- Dave Barner, Professor, Psychology (Chair)
- Matthew Herbst, Teaching Professor and Faculty Director, Making of the Modern World, ERC
- Mia Minnes, Associate Teaching Professor, Computer Science and Engineering
- Juan Pablo Pardo-Guerra, Associate Professor, Sociology and Vice Chair, Committee on Faculty Welfare
- Celeste Pilegard, Assistant Teaching Professor, Psychology and Member, Committee on Academic Information Technology
- Dontarie Stallings, Assistant Teaching Professor, Chemistry and Biochemistry

- Charles Thorpe, Professor, Sociology and Member, Educational Policy Committee
- Joel Watson, Professor, Economics

Senate staff support

- Ashley Hill, Senate Associate Director
- Chrystal Randler, Senate Analyst

Attachment

- May 13, 2021 CAIT Memo proposing Ad Hoc Committee on Technology and Teaching

ACADEMIC SENATE: SAN DIEGO DIVISION
UCSD, LA JOLLA, CA 92093-0002
(858) 534-3640
FAX (858) 534-4528

May 13, 2021

PROFESSOR STEVEN CONSTABLE, Chair
Academic Senate, San Diego Division

SUBJECT: Ad Hoc Committee on Technology and Teaching

Dear Chair Constable,

The emergence of greater reliance on remote teaching and the expansion of IT technologies in teaching contexts potentially intersects with University policy and oversight of teaching, work-for-hire online course development, standards for when the university (as opposed to faculty) own the course contents, and contracts and policy governing the foregoing. These issues cut across the purview of a variety of Senate interests and Senate committees, and it plausibly outstrips the jurisdiction of any one existing committee.

Some of the central issues raised by the expansion of online teaching, and in particular, the nature and content of contracts between the faculty and university about online courses, are outside the purview of CAIT. However, given that (a) there continues to be expansion of university interest in online courses, (b) the proliferation of these courses is enabled by reliance on and expansion of technologies for remote learning, and (c) some faculty reasonably believe there are intellectual property and contractual concerns that arise from how these courses are produced, overseen, and revised, CAIT recommends that the Senate form an ad hoc committee to investigate and make recommendations about the intersection of technology used for online teaching and remote education, and in particular, the relationship of these issues to contracts concerning online teaching and course materials, and the ramifications of the foregoing for course changes, updates, and curricular oversight.

Sincerely,

Ian Galton, Chair
Committee on Academic Information Technology

cc: T. Javidi
J. Lucius
R. Rodriguez
B. Simon
A. Welch

ON-LINE COURSE DEVELOPMENT AGREEMENT

This Agreement ("Agreement") is entered into by and between on the one hand The Regents of the University of California, on behalf of the University of California, San Diego campus ("University") and the following persons (collectively "Course Creator"):

_____
Course Creator 1

_____
Course Creator 2

_____
Course Creator 3

RECITALS

A. Course Creator desires to create an on-line course for distribution through the University.

B. University wishes to procure a course from Course Creator for distribution on-line.

Therefore, for valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings provided below:

   a. "Course" shall mean_____,
   Course Title

   _____
   Course Description

   b. "Course Development Incentive" shall mean financial compensation or material support provided by the University to the Course Creator to incentivize the creation, development, or maintenance of a high-quality on-line version of the Course.

   c. "Course Materials" shall mean materials provided by the Course Creator to be used in connection with the Course. By way of example, Course Materials may include lecture notes, syllabi, study guides, homework assignments, assessment tools (e.g., tests and quizzes), bibliographies, visual aids, images, diagrams, multimedia presentations, web-ready content, and educational software.

   d. "Course Recordings" shall mean audio, visual, or audio-visual recordings that provide instructional material associated with the Course.

e. "Net Revenue" shall mean total Revenue less deductions for refunds, credit-card processing fees, payments to non-UC San Diego platform owners and distributors and similar costs.

f. "Platform" shall mean an on-line distribution method or service. The Platform may be owned or managed by a third party or by the University.

g. "Revenue" shall mean cash actually received by the University in a fiscal year (*i.e.*, between July 1 and June 30) as compensation for licensing or distributing the Course or Course Materials on-line; provided however, Revenue does not include any money derived directly or indirectly from tuition or fees paid for credit-bearing courses by students enrolled with the University in a degree program or in a setting where more than fifty percent of the instruction occurs in person.

Course Development Incentive. As compensation for the development of the Course, the University will provide one-time compensation as set forth in Exhibit A. Delivery of the Course and all associated materials is due on_____.

If the University determines the Course, Course Materials, or Course Recordings are not of sufficient academic or technical quality or merit, the University will so advise the Course Creator and give the Course Creator thirty (30) additional days to improve the Course and re-submit for University approval. If the University does not approve the re-submitted material, no Course Development Incentive will be paid and if all or part of a Course Development Incentive has already been paid, Course Creator shall reimburse the University for the amount paid. The Course Development Incentive provided in Exhibit A represents the sole financial compensation owed by the University to the Course Creator for use of the Course or Course Materials and for assignment of ownership of the copyright to the Course Recordings. Nothing in this Agreement constitutes any adjustments with respect to the Course Creator's workload, course enrollments, teaching evaluations, and teaching credit for purposes of review, promotion, tenure, and other employment duties at University beyond that stated in Exhibit A. The Course Development Incentive will not be considered covered compensation for purposes of the UC Retirement Plan. The University may withhold all applicable taxes from the Course Development Incentive and may report payments to Course Creator to tax authorities, as the University deems necessary or appropriate.

2. **APM – 670 Expectations Compliance**. For academic appointees subject to APM – 670, Health Sciences Compensation Plan, a Course Development Incentive may be paid as a "Z payment" in the form of bonus compensation; provided however, a Course Development Incentive payment will only be paid if, at the time the Course Development Incentive would otherwise be due under Paragraph 2 of this Agreement, the Course Creator has satisfied all

components of the Course Creator's total negotiated salary obligations and the Course Creator has no deficits with the Course Creator's department or school. If a Course Creator has not satisfied all components of the Course Creator's total negotiated salary obligations or has deficits with the Course Creator's department or school, the Course Development Incentive that would otherwise be due may, at the discretion of the University, be applied to satisfy those obligations and/or repay those deficits. A Course Development Incentive paid as a "Z payment" will not be considered covered compensation for the University of California Retirement Plan (UCRP) and must comply with all Departmental Implementing Procedures that describe the manner in which faculty members within a department, division, or APU may earn incentive compensation beyond base and negotiated compensation, upon approval by the Dean.

3. **Copyright Ownership**. As between the University and the Course Creator, the Course Creator will own the copyright in the Course and the Course Materials to the extent authorized by University policy and U.S. copyright law. The University will own the copyright to the Course Recordings, and the Course Creator hereby assigns to the University any copyright ownership interest the Course Creator may have in or to the Course Recordings. Course Creator agrees to execute any document reasonably necessary to assign, secure, or protect the University's copyright to the Course Recordings.

4. **License to University**. The Course Creator hereby grants the University a non-exclusive, irrevocable, worldwide, fully paid-up, perpetual license to use, copy, sell, distribute, make derivative works, publicly display, and publicly perform, and authorize others to use, copy, sell, distribute, make derivative works, publicly display, and publicly perform the Course and Course Materials (or any portions thereof) through any means that currently exists or may be developed in the future, including without limitation through the use, public performance, and public display of the Course Recordings. This license includes the right to make alterations and derivative works to make the Course, Course Materials, or Course Recordings compatible with or otherwise suitable for distribution or licensing, to translate the Course or Course Materials into foreign languages, to make the Course or Course Materials accessible to people with disabilities, or to update, revise, or modify the Course, the Course Materials, and the Course Recordings to preserve or enhance their educational value as determined by the University. If the University determines that enforcement in court or other legal forum of copyright rights in the Course or the Course Materials is necessary to preserve the value of the license or assignment granted herein, Course Creator will fully cooperate with the University to assist the University in protecting the value of the license and assignment granted herein, including without limitation by taking such acts and executing such documents as may be necessary to allow the University to timely initiate and prosecute legal action; provided however, nothing herein obligates the University to initiate such an action.

5. **Right to Use Name and Likeness**. Course Creator hereby grants to the University a non-exclusive worldwide right to use, and to authorize others to use, Course Creator's name, voice, image or likeness (whether still, photograph, or video) in connection with the University's exercise of the licenses and assignments provided in this Agreement and to promote, market, or advertise the Course and other University offerings for so long as the license to the University in Section 4 remains in effect.

6. **Option Not to Distribute**. The University reserves the right not to make the Course available to the public and, after the Course has been made available to the public, to discontinue the Course for any reason at its sole discretion. Whether credit towards a University degree will be granted for learners who complete the Course and the terms and conditions for granting credit shall be matters left to the University's sole discretion.

7. **Reserved Rights**. The Course Creator reserves the right to teach the Course and re-use Course Materials in classes taught by Course Creator, including classes taught at the University and other colleges or universities; provided however, unless Course Creator first obtains written consent from the Executive Vice Chancellor of the San Diego campus of the University, Course Creator will not offer the Course, or another course that is substantially similar, for distribution on-line while Course Creator remains employed by the University or for two years after separating from the University. For clarity, notwithstanding the foregoing, Course Creator will have no rights to copy, sell, distribute, license, modify, publicly display, or publicly perform the Course Recordings without the express written permission of the University.

8. **Course Modifications**. If the University decides to revise or update the substantive educational content of the Course by making changes to the Course Materials or the Course Recordings, and if at that time the original Course Creator holds an active academic appointment (recalled emeriti faculty included) with the San Diego campus, the University will offer the original Course Creator an opportunity to make the revisions, updates, or modifications in exchange for an additional Course Development Incentive to be negotiated and mutually agreed upon by both the University and the original Course Creator. If the original Course Creator declines or if the original Course Creator does not at that time hold an active academic appointment (recalled emeriti faculty included) with the San Diego campus of the University or if the University and the original Course Creator cannot reach agreement on the Course Development Incentive, the University may ask another academic appointee to make the revisions, updates, or modifications. If modifications are made by the Course Creator, such modifications shall be treated as if the modifications were part of the original Course, Course Materials, or Course Recordings, as applicable, subject to the terms and conditions provided in this Agreement. If modifications are made by someone other than the original Course Creator, the original Course Creator will own no rights to the revised, updated, or otherwise modified materials.

9. **Course Creator Representations and Warranties.** The Course Creator represents and warrants as follows:

    a. The Course and Course Materials will be Course Creator's original work.

    b. The Course and Course Materials will not violate the right of privacy or publicity or infringe upon any copyright or other proprietary rights of any other person.

    c. The Course and Course Materials will not contain defamatory or other unlawful material.

    d. Course Creator has secured all necessary rights and permissions from all other persons who have contributed to the Course or the Course Materials.

e. Course Creator has the full right, power, and authority to grant the license contained herein and has exercised reasonable diligence to ensure that the Course and Course Materials do not violate the rights of third parties.

10. **Indemnification**. To the extent permitted by law, Course Creator agrees to hold harmless and indemnify the University against any claim, demand, suit, action, proceeding, recovery, or expense of any nature whatsoever arising under this Agreement, including claims of infringement of copyrights or proprietary rights resulting from the publication or distribution of the Course, Course Materials, or Course Recordings, or claims of libel, unlawfulness, or invasion of privacy or right to publicity based on or arising out of any matter or thing contained in the Course or Course Materials or Course Recordings as furnished by Course Creator, or any breach of the warranties set forth in this Agreement. Nothing in this Agreement impairs or expands the rights of the Course Creator to indemnification and defense as provided in Regents Policy 4202.

11. **Waiver of Moral Rights.** To the greatest extent permitted by law, Course Creator hereby irrevocably waives all moral rights (including the rights set forth in Section 106A of the Copyright Act) and similar rights that Course Creator may have in the Course, Course Materials, or Course Recordings.

12. **Counterparts**. This Agreement may be executed in counterparts. A copy of the Agreement is as admissible as the original in any legal or other official proceeding.

13. **Opportunity for Review**. The Course Creator acknowledges that Course Creator has had an opportunity to discuss this document with legal counsel or other representative of Course Creator's own choosing, and has done so to the extent Course Creator considers necessary.

14. **Modifications in Writing Only**. This document may not be modified except by written amendment, characterized as such, and signed by the parties.

15. **California Law**. This Agreement is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law. The exclusive jurisdiction and venue for disputes arising under or related to this Agreement will be the state courts in San Diego County, California.

16. **Binding Effect**. This Agreement shall bind the heirs, personal representatives, successors, and assigns of each party, and inure to the benefit of each party, its heirs, successors, and assigns.

17. **No Waiver**. The waiver by either Party of a breach of or a default under any provision of this Agreement, shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

18. **Interpretation; Construction**. The paragraph headings contained in this Agreement are for convenience only and shall not be used when interpreting this Agreement.

19. **Entire Agreement**. The parties declare and represent that no promise, inducement, or agreement not discussed in this document has been made between the parties and that this document and Exhibit A attached hereto contain the entire expression of agreement between the parties on the subjects addressed herein. (Exhibit B is attached for information purposes only and may not be used as the basis for imposing or implying obligations on the part of the University.) No amendment or modification to this Agreement will be valid or binding unless made in writing and signed by the party to be charged.

20. **Severability**. The provisions of this Agreement are severable and, if part of it is ever found to be invalid or unenforceable, in whole or in part, the invalid or unenforceable part shall be deemed deleted, and the remainder of this Agreement shall remain fully valid and enforceable.

21. **Notices**. All notices that may or are required to be sent under this Agreement must be sent, if to the University, Executive Vice Chancellor, University of California, San Diego, 9500 Gilman Drive, Mail Code 0001, La Jolla, CA 92093-0001, and if to the Course Creator,

_____
Street Address

_____
City, State, Zip

22. **Effective Date**. The Effective Date of this Agreement is the date last signed below.

Name of Course Creator 1	*Signature Course Creator 1*	*Date*
Name of Course Creator 2	*Signature Course Creator 2*	*Date*
Name of Course Creator 3	*Signature Course Creator 3*	*Date*
Administering Department	*Signature Department Chair*	*Date*
Name and Title of Authorized University Representative	*Signature Authorized University Representative*	*Date*

EXHIBIT A

If any changes occur in the information below, Course Creator shall provide an updated copy of this Exhibit to the Digital Learning Hub of the Teaching + Learning Commons and the AVC of Educational Innovation office or such other office as the University may designate from time to time.

A. University Support for Course Development

As compensation for the development of the Course, the University will provide the amount of _____ (Total Course Development Incentive) to the Primary Course Creator's department to be used to compensate Course Creators as set forth in this Exhibit.

In addition, the University will provide free of charge appropriate assistance and equipment through the Digital Learning Hub of the Teaching + Learning Commons and Educational Technology Services (ETS) to help the Course Creator develop and deliver the online course. These services include:

_____
_____
_____
_____

B. Department Obligations

The Department agrees to compensate the Course Creator for developing a fully online course as specified in this section. Creators may be compensated through a variety of mechanisms, including but not limited to one-time payments, funding to be placed into research accounts, course release, or other allowable compensation agreeable between Department and Creator. Any monies taken as personal income will be subject to federal and state taxes. Monies that are placed in a Research Account can be used in support of research but cannot be subsequently used for Course Creator's salary.

The Department further agrees to develop and deliver the Course within one year of this agreement (extensions allowed for delays due to required senate approval) and agree to offer the course online at least twice in the following two academic years.

For each Course Creator, the following information should be provided:

Course Creator Initials _____

Course Creator 1

a. Name: _____ _____
Initials

Email: _____

Telephone: _____

b. Specify the totality of compensation and the form of compensation due Course Creator:

_____
_____
_____
_____
_____

Course Creator 2

c. Name: _____ _____
Initials

Email: _____

Telephone: _____

d. Specify the totality of compensation and the form of compensation due Course Creator:

_____
_____
_____
_____
_____

Course Creator 3

e. Name: _____ _____
Initials

Email: _____

Telephone: _____

f. Specify the totality of compensation and the form of compensation due Course Creator:

_____
_____
_____
_____
_____

C. Course Creator Obligations

The Course Creator agrees to follow the course development process and timelines as mutually agreed upon during the planning process with Digital Learning and ETS Multimedia Services and meet all designated checkpoints.

The Course Creator agrees to complete any required training and guidelines for developing quality online products and in the use of the learning management system (LMS) is needed, and ensure adequate training for the Course IA.

Failure by any party to adhere to the terms of this agreement, or deliver the course, results in the return of funding to the University.

Course Creator Initials _____

EXHIBIT B

Exhibit B is for internal University use only and may be changed by the University at any time with or without notice to the Course Creator. Exhibit B does not form part of the On-line Course Development Agreement.

D. Disposition of Department/Unit Allocation

a. Fiscal contact who will accept Department/Unit Revenue Share:

Name: _____

Email:_____

Telephone: _____

b. If known, fund/index into which Research Account payment (if any) will be transferred:

Fund:_____

Index: _____

Organization number: _____

E. Other Adjustments

If Department/Unit Allocation is to be re-allocated to or shared with another entity, please explain and provide details of that allocation.

Course Creator Initials _____

Faculty Experience with Online Course Development

Start of Block: General

Q3 The Academic Senate Ad Hoc Committee on Technology and Teaching has been charged with gathering and collating Senate faculty feedback on their experience with:

- Developing online course content, and
- Executing online course development agreements.

We are interested in how the use of course development agreements (e.g., for developing new R classes) impacts academic freedom and control over course materials (e.g., the use of your voice, image, likeness, etc.) as well as course approval procedures.

The survey should take approximately 5-10 minutes.

The Committee is interested in hearing from all Senate faculty at UC San Diego, even if they have not yet fully developed a course online. Thank you in advance for your response. If you have any questions regarding the survey, please contact Senate Analyst Chrystal Randler at crandler@ucsd.edu.

Regards,
David Barner Chair, Ad Hoc Committee on Teaching and Technology

Confidentiality

This is an official UC San Diego Academic Senate survey. Your personal information, limited to your name and email address, is used strictly for sending the survey invitation and reminder messages. Such information is only accessible by survey administration staff. Individuals will not be identified and only aggregated data will be reported. If you indicate a willingness to be contacted for further questions, your name may be shared confidentially with the committee.

Any identifiable information that is obtained in connection with this survey will remain confidential. Your privacy is protected according to the University of California privacy and security policies. This information will only be disclosed when required by law.

Q33
The following questions will focus on broad faculty opinion. No online course teaching experience is required to answer these questions.

Q1 **On Academic Freedom:** How likely would you be to share **new or controversial ideas** in a recorded lecture if campus administrators had the right to modify, update, revise, or selectively sample from your lecture recording for educational or commercial purposes?

- ○ I would be **extremely unlikely** to share new/controversial ideas if I do not retain sole usage and intellectual property rights. (1)
- ○ I would be **somewhat unlikely** to share new/controversial ideas if I do not retain sole usage and intellectual property rights. (2)
- ○ I would be neither **unlikely nor likely** to share new/controversial ideas if I do not retain sole usage and intellectual property rights. (3)
- ○ I would be **somewhat likely** to share new/controversial ideas if I do not retain sole usage and intellectual property rights. (4)
- ○ I would be **extremely likely** to share new/controversial ideas if I do not retain sole usage and intellectual property rights. (5)

Q45 **On Digital Content/Course Materials:** How likely would you be to share **pedagogical content** ideas in a recorded lecture if campus administrators had the right to modify, update,

revise, or selectively sample from your lecture recording for educational or commercial purposes?

- ○ I would be **extremely unlikely** to share pedagogical content if I do not retain sole usage and intellectual property rights. (1)
- ○ I would be **somewhat unlikely** to share pedagogical content if I do not retain sole usage and intellectual property rights. (2)
- ○ I would be neither **unlikely nor likely** to share pedagogical content if I do not retain sole usage and intellectual property rights. (3)
- ○ I would be **somewhat likely** to share pedagogical content if I do not retain sole usage and intellectual property rights. (4)
- ○ I would be **extremely likely** to share pedagogical content if I do not retain sole usage and intellectual property rights. (5)

Q2 Please elaborate on your selection above (optional).

_____

_____

_____

_____

_____

Q4 The Academic Senate has delegated approval authority for courses from the UC Board of Regents. Faculty-run Senate committees, like the Undergraduate and Graduate Councils, are responsible for approving new courses. Instructors and departments are responsible for developing new courses and ensuring continued quality.

Do you believe that campus administration and their delegates (e.g., Teaching + Learning Commons) should have the power to approve or disapprove new classes prior to submission to the Academic Senate?

- ○ Yes, campus administrators and delegates should have the power to approve or disapprove new classes. (4)
- ○ No, campus administrators and delegates should have only an advisory role in suggesting improvements, and not be able to unilaterally approve or disapprove new classes. (5)

Q5 Please elaborate on your selection above (optional).

_____

_____

Q6 The University of California Policy on Ownership of Course Materials states that when a faculty member develops course materials, ownership of the copyright to this intellectual property is granted to the faculty member provided that the University did not invest “significant" or “exceptional" university resources into the project. If the University contributes exceptional/significant resources to the project, then it may require that a contract be written to specify the rights and obligations of the parties. The UC Policy identifies the following as NOT exceptional: Customary secretarial support, library facilities, office space, personal computers, access to computers and networks, and academic year salary. However, many resources have not been explicitly classified, creating uncertainty about the definition of “significant/exceptional resources.”

In light of this, Senate is asking for faculty feedback on what constitutes "usual" campus resources. **Which resources do you believe should be considered "usual" vs. “significant" or "exceptional"?** If you are not familiar with a resource, please select the "Not Familiar with Resource" option.

	Usual (1)	Exceptional or Significant (2)	Not Familiar with Resouce (3)
Audio podcasting of in-person class sessions (1)	○	○	○
Video podcasting of in-person class sessions (2)	○	○	○
Use of equipment and software to self-video record lectures, using personal campus research funds (e.g. research grants, hiring/retention packages) (3)	○	○	○
Use of equipment and software to self-video record lectures, using internal grants for the development of these instructional materials (4)	○	○	○
Zoom license (5)	○	○	○
Learning management system (e.g. Canvas) (6)	○	○	○
Presentation software (e.g. PowerPoint, Keynote, UCSD-managed Google Apps) (7)	○	○	○
Use of equipment and time in self-service recording studio ("Studio U") without professional editing services (8)	○	○	○

Video recording sessions in the campus's recording studio with professional video recording and editing services. (9)	○	○	○
Digital storage space for archiving course materials (10)	○	○	○
Funds to compensate for time in designing and creating online and hybrid class resources (beyond one's regularly salary) (11)	○	○	○
Consultations with Teaching+Learning Commons on pedagogy and design (12)	○	○	○
Contributions from Teaching+Learning Commons professionals to instructional materials (e.g. branding, captioning) (13)	○	○	○

Q46 How likely would you be to **podcast a class** if you were required to transfer intellectual rights to the recordings?

For example, UCSD's current podcasting agreement (SSO login required) grants the Regents "a non-exclusive, perpetual, worldwide, royalty-free license" to allow the recordings to be distributed "in any manner and in any format available today or created in the future, including but not limited to, through webcast, podcast, streaming video, audio only or other technologies not enumerated here, now existing or in the future developed." The podcast agreement notes

that a purpose is to make the recordings available for the instructor's current class but does not explicitly rule out other uses by the university in the future.

- I would be **very unlikely** to podcast a class if I am required to transfer intellectual rights to the recordings in perpetuity. (2)
- I would be **somewhat unlikely** to podcast a class if I am required to transfer intellectual rights to the recordings in perpetuity. (1)
- I would be **neither likely or unlikely** to podcast a class if I am required to transfer intellectual rights to the recordings in perpetuity. (3)
- I would be **somewhat likely** to podcast a class if I am required to transfer intellectual rights to the recordings in perpetuity. (4)
- I would be **very likely** to podcast a class if I am required to transfer intellectual rights to the recordings in perpetuity. (5)

Q47 How likely would you be to **create a new class** if you were required to transfer intellectual rights to the recordings?

- I would be **very unlikely** to create a new class if I am required to transfer intellectual rights to the recordings in perpetuity. (2)
- I would be **somewhat unlikely** to create a new class if I am required to transfer intellectual rights to the recordings in perpetuity. (1)
- I would be **neither likely or unlikely** to create a new class if I am required to transfer intellectual rights to the recordings in perpetuity. (3)
- I would be **somewhat likely** to create a new class if I am required to transfer intellectual rights to the recordings in perpetuity. (4)
- I would be **very likely** to create a new class if I am required to transfer intellectual rights to the recordings in perpetuity. (5)

Q7 Please elaborate on your selections above (optional).

_____

_____

_____

_____

_____

Q8 Have you developed and/or taught an R course or other UC San Diego funded online course material?

As defined by the Policy on Distance Education, an R course is a course in which less than 50% of student-instructor interaction time is designed to be face-to-face (physically in the same room) for some or all students.

Other Online Course Material may include: ILTI/UC Online courses, online textbooks, MOOCs, Coursera, EdX, and others

- ○ Yes, both R Course & Other Online Course material (1)
- ○ Yes, R Course only (2)
- ○ Yes, Other Online Course material only (3)
- ○ No, I have not developed any online (R course or other) courses (4)

End of Block: General

Start of Block: Contracts - General

Q11 **Have you ever signed a contract** with the university regarding the development and/or teaching of R course(s) or other online course content development?

- ○ Yes (1)
- ○ No (2)
- ○ Unsure (3)
- ○ Prefer to not disclose (4)

Display This Question:

If Have you ever signed a contract with the university regarding the development and/or teaching of... = Yes

Q43 Did the contract transfer intellectual property rights to the University of any teaching materials for your course?

- ○ Yes (1)
- ○ No (2)
- ○ Unsure (3)

Display This Question:

If Have you ever signed a contract with the university regarding the development and/or teaching of... = Yes

Or Have you ever signed a contract with the university regarding the development and/or teaching of... = Unsure

Q9 Select all of the options below for which you have **signed a contract**.

- [ ] R course for UCSD students (graduate or undergraduate) (1)
- [ ] R course for students UC-wide (2)
- [ ] UC Online (formerly ILTI) (9)
- [ ] Coursera course(s) and/or specialization(s) (3)
- [ ] EdX course(s) and/or program(s) (4)
- [ ] Online textbooks materially supported by UC funding (5)
- [ ] Online course content development supported by CDIIP (6)
- [ ] Online course content development support by ILTI (7)
- [ ] None of the above (8)

Display This Question:

If Have you ever signed a contract with the university regarding the development and/or teaching of... = Yes

Q12 To what extent do you feel you know and understand the terms of the contract(s)?

- ○ Not well at all (1)
- ○ Slightly well (2)
- ○ Moderately well (3)
- ○ Very well (4)
- ○ Extremely well (5)

Page Break

Q38 Beyond your base salary, did you **receive any funding** for the development and/or teaching of R course(s) or other online course content development?

- ○ Yes (1)
- ○ No (2)
- ○ Unsure (3)
- ○ Prefer to not disclose (4)

Page Break

Display This Question:

If Beyond your base salary, did you receive any funding for the development and/or teaching of R cou... = Yes

Or Beyond your base salary, did you receive any funding for the development and/or teaching of R cou... = Unsure

Q39 Select all of the options below for which you have **received university funding.**

- ☐ R course for UCSD students (graduate or undergraduate) (1)
- ☐ R course for students UC-wide (2)
- ☐ UC Online (formerly ILTI) (9)
- ☐ Coursera course(s) and/or specialization(s) (3)
- ☐ EdX course(s) and/or program(s) (4)
- ☐ Online textbooks materially supported by UC funding (5)
- ☐ Online course content development supported by CDIIP (6)
- ☐ Online course content development support by ILTI (7)
- ☐ None of the above (8)

End of Block: Contracts - General

Start of Block: Contracts - R Courses

Q35
The following questions will focus on **R Course Contracts & Funding** specifically.

Q14 Beyond your base salary, what funding, if any, did you receive for the **development** of these R course(s) and what were the sources of this funding?

- [ ] CDIIP: Course Development and Instructional Improvement Program (1)
- [ ] UC Online, formerly ITLI: Innovative Learning Technology Initiative (2)
- [ ] Department-funding / course-release (3)
- [ ] Personal research funds (4)
- [ ] Other Funding (6)
- [ ] Did not receive any funding for R course development (5)

Q15 Beyond your base salary, what funding, if any, did you receive for the **teaching** of these R course(s) and what were the sources of this funding?

_____

_____

_____

_____

_____

Q16 Beyond the contract, did you agree to any other conditions as part of the R course development or teaching?
(E.g. frequency of course offerings, etc.)

_____

_____

_____

_____

_____

End of Block: Contracts - R Courses

Start of Block: Contracts - Other Course Materials

Q36
The following questions will focus on **Other Online Course (not R Courses) Contracts & Funding** specifically.

Q17 Beyond your base salary, what funding, if any, did you receive for the **development** of this online course content and what were the sources of this funding?

- ☐ CDIIP: Course Development and Instructional Improvement Program (1)
- ☐ UC Online, formerly ITLI: Innovative Learning Technology Initiative (2)
- ☐ Department-funding / course-release (3)
- ☐ Personal research funds (4)
- ☐ Other Funding (5)
- ☐ DId not receive funding (6)

Q18 Beyond your base salary, what funding, if any, did you receive for the **teaching** of this online course content and what were the sources of this funding?

_____

_____

_____

_____

_____

Q19 Beyond the contract, did you agree to any other conditions as part of the other online course development or teaching?
(E.g. frequency of course offerings, etc.)

_____

_____

_____

_____

_____

End of Block: Contracts - Other Course Materials

Start of Block: R Course Development, Teaching, and Funding

Q40
These questions will focus on the development and execution of **R Courses.**

Q20 How does the **development** of an R course compare to the creation of an in-person course?

- Extremely difficult (1)
- Somewhat difficult (2)
- Neither easy nor difficult (3)
- Somewhat easy (4)
- Extremely easy (5)

Q21 Please explain your selection above in terms of time and timeline, effort, resource needed, etc.

_____

_____

_____

_____

_____

Q22 To what extent were these groups involved in the development of your R course(s)?

	None (1)	Some (2)	Very Much (3)
Your Department / Campus unit (1)	○	○	○
Your faculty colleagues (2)	○	○	○
The Digital Learning Hub at the Teaching + Learning Commons (3)	○	○	○
Teaching + Learning Commons (other than Digital Learning) (4)	○	○	○
Other campus office / entity (5)	○	○	○
Other off-campus office / entity (6)	○	○	○

End of Block: R Course Development, Teaching, and Funding

Start of Block: Online Course Content Development (non-R Course)

Q41
These questions will focus on the development and execution of **non-R Course, Online Course Materials**.

Q29 To what extent were these groups involved in the development of your Online Course Material(s) (non-R Course)?

	None (1)	Some (2)	Very Much (3)
Your Department / Campus unit (1)	○	○	○
Your faculty colleagues (2)	○	○	○
The Digital Learning Hub at the Teaching + Learning Commons (3)	○	○	○
Teaching + Learning Commons (other than Digital Learning) (4)	○	○	○
Other campus office / entity (5)	○	○	○
Other off-campus office / entity (6)	○	○	○

Q30 Please elaborate on your selection(s) above

_____

_____

_____

_____

_____

End of Block: Online Course Content Development (non-R Course)

Start of Block: Follow Up

Q44 Please provide any additional information that you feel is relevant to developing and administering R-courses or other online course content.

_____

_____

_____

_____

_____

Q31 Would you be interested in meeting with a representative of the ad hoc committee to elaborate on any of your response?

- Yes, I have more to add. (1)
- Yes, if you have follow up questions for me. (2)
- No, thank you. (3)

Display This Question:

If Would you be interested in meeting with a representative of the ad hoc committee to elaborate on... = Yes, I have more to add.

Or Would you be interested in meeting with a representative of the ad hoc committee to elaborate on... = Yes, if you have follow up questions for me.

Q32 Please provide your details:

- Last Name (1) _____
- First Name (2) _____
- UCSD Email address (3)

_____

- Primary/Home Department or Unit (4)

_____

Q34
Thank you for your survey submission.

Selecting Next will conclude this survey.

End of Block: Follow Up