Memorandum of Understanding (MOU) for COE or LAS-sponsored Development and Delivery of Online [Course Number and Name]

The College of [XXX][[(XXX)] at Iowa State University commissions the [Department of XXX] (“the Department”) to develop and deliver [Course Name and number: Course Title] for [an asynchronous online or blended] audience.

THE COLLEGE OF [XXX] AGREES TO

1. Provide a [Amount] grant to the Department of [XXX] to [create/revise] a section of [Course Number] for [asynchronous online or blended] delivery. (See Course Development Requirements in Appendix I.)
2. Provide assistance, as specified in Appendix I, through Engineering-LAS Online Learning (ELO) to help the Department and the Instructor develop and deliver the course.
3. Provide, as mutually agreed upon, limited services for marketing the course.

THE DEPARTMENT AGREES TO

1. Identify an Instructor who will commit to working with ELO to complete the design and development of the [online or blended] course by [date].
2. Provide release time time (as needed) for the Instructor so that s/he can prepare the course for the online mode. This could consist of building the course into the Instructor’s teaching load for a semester even though the course is not being taught, hiring a graduate assistant or others to relieve the Instructor of some duties, or other strategies mutually agreed upon by the Instructor and Department.
3. Commit to offering [Course Number] to [online and/or on campus] students at least twice within a two-year time span beginning [semester/year].
4. Ensure compliance with Quality Matters Program guidelines for online course design. For details, see http://www.elo.iastate.edu/files/2014/03/Quality_Matters_Rubric.pdf
5. Maintain and improve the course beyond its initial development.

THE INSTRUCTOR AGREES TO

1. [Develop a new or Upgrade an existing] [online or blended] full-semester course (15 weeks fall/spring, 8 weeks summer). (See Course Development Requirements in Appendix I.)
2. Follow the course development process and timeline as mutually agreed upon during the course planning process with ELO. In particular:
   - Provide course materials to ELO as per a mutually agreed schedule between the Instructor and ELO.
   - Collaborate early with ELO on a course that is resource-intensive, such as a course with video lectures.
   - Submit all course content to ELO at least a month before the start of the course. Late submission of course materials could result in unfinished course page.
   - Implement Quality Matters Program guidelines for online course design. For details, see http://www.elo.iastate.edu/files/2014/03/Quality_Matters_Rubric.pdf
   - Contact ELO with technical difficulties, such as broken links, compatibility issues between Blackboard Learn and other software.
   - Participate in evaluating the design of his/her course.
   - Use the funds provided by June 30, [year] at its discretion within the parameters established by university policies so long as the funds are used to support the development and delivery of online learning. For details, see Expenditure Guidelines at http://www.elo.iastate.edu/curriculum-development/appendix-a-expenditure-guidelines/. A six-month extension for grant expenditures may be requested.
   - Abide by Iowa State’s policies related to copyrighted materials as defined by the University Sponsored Educational Materials Policy, the ISU Faculty Handbook, and in Appendix II: Assignment of Copyright.
   - Cooperate and collaborate with ELO in a spirit of teamwork and collegiality.
Signature

Thomas J. Brumm
Professor-in-Charge
Engineering-LAS Online Learning

Date

Print

Department Chair

Date

Signature

Print

Instructor
Appendix I
Course Development Requirements

NEW COURSE DEVELOPMENT REQUIREMENTS
- The course has never been offered online, or
- More than 50% of the course content needs to be designed, or redesigned, if taken from an existing face-to-face course.

Typical tasks include:
- Producing videos (recording and post-production)
- Converting old videos to new format (e.g., Adobe Presenter videos to mp4)
- Creating or reformatting course pages (e.g., new Blackboard pages or converting Dreamweaver pages to Blackboard)
- Moving existing course material to a new LMS (Blackboard to Moodle or vice versa); and
- Creating new assessments, such as quizzes and assignments

COURSE IMPROVEMENT REQUIREMENTS
- Less than 50% of the recorded lectures and/or content needs to be re-recorded or changed
- Assessment instruments need to be updated (e.g., updating quizzes and assignments)

BLEND COURSE REQUIREMENTS (ONLY FOR LAS)
- Course explores new ways of using class time more effectively
- At least 50% of the course content will be delivered online
- Courses with concurrent funding from the university to develop blended course(s) are not eligible

ELO Services for Course Design and Development

- For designing and developing a new online course or revising an existing online course, ELO will assist by:
- Providing instructional design expertise as per the guidelines established under the Quality Matters Program on best practices for online course design. Tasks include:
  - Meeting with the instructor and/or teaching assistant regularly to understand and address the course development needs.
  - Developing, in collaboration with the Instructor, a timetable for course development.
  - Helping to create and design the course page(s).
  - Providing visual design support.
  - Making sure course content is uploaded and the design is finalized two weeks prior to the start of the course.
  - Assisting with the creation of online course materials (e.g., training the instructor and/or teaching assistant to record guest lectures and create learning modules, etc.). ELO cannot provide complete video creation services (recording and post-production) but can assist in training.
  - Assisting with assessment guidelines and development.
- Troubleshooting technical difficulties with instructor, teaching assistant(s) or students enrolled in the course. Questions related to course policies, structure, and content are to be handled by the instructor and/or the teaching assistant(s).
- Training the instructor and/or teaching assistant(s) to manage the day-to-day operations of the course, such as:
  - Updating the course pages;
  - Posting, managing, and facilitating discussions on the discussion forum; and
  - Creating and publishing quizzes, managing the gradebook and student feedback.
Appendix II
Assignment of Copyright for University-Sponsored Educational Course Materials

This Assignment of Copyrights is effective on the day this document is signed by [FirstName LastName] (hereafter referred to as “Assignor”) and involves an assignment of University-Sponsored Educational Course Materials to Iowa State University of Science and Technology, an institution of higher education organized under the laws of the State of Iowa (hereafter referred to as “ISU”).

WHEREAS, Assignor has developed a department level course or other educational course material titled, [Course Title], more fully described as [Course title here] (hereafter “the Work”) and is, under ISU University-Sponsored Educational Materials Policy, the Copyright Owner of this Work; and

WHEREAS, the Work was developed pursuant to the Online Course Development Grant Program of the College of [XXX] which provides significant University sponsorship to the Assignor for the Development of the Work; and

WHEREAS, the College of [XXX] at ISU desires to use the Work internally to provide instruction to students at the university as part of the online curriculum of the College by way of videotape, World Wide Web (Internet), CD ROM, Streaming Technology, digital formats and/or other technologies that are known or will become available to provide online learning opportunities; and

WHEREAS, the parties desire that the Assignor’s rights in the Work be shared with ISU for the purposes of developing online learning opportunities for the Work.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

- In recognition of the financial assistance indicated above, the assignor grants ISU perpetual, non-exclusive and world-wide right of use of the material.

- USE. This Assignment includes the right for ISU to use the Work within ISU and for use with other online learning opportunities. Assignor agrees that ISU may assign the responsibility to another person or persons to teach the Work for ISU if he or she does not desire to continue teaching the Work. Assignor agrees that if he or she does not desire to continue updating the content of the Work, ISU has the right to assign the responsibility to another person or persons to revise and update the materials included in the Work.

- PRE-EXISTING MATERIALS. ISU acknowledges that the Work contains the preexisting materials, such as oral lectures, notes, lessons planned, photographs, drawings, graphs, and other images and the like that are created and are owned by Assignor and that Assignor has used the Work for instructional purposes in department classes previously conducted by the Assignor. Assignor shall retain ownership of all rights, including any copyrights, in the preexisting materials, and ISU shall obtain no rights in such preexisting materials other than the rights granted herein in connection with the Work.

- ASSIGNOR RIGHTS. The Assignor, as the author of the Work, retains the following additional rights associated with the Assignor’s use of the Work:
  - The right to make copies of all or part of the Work for teaching or research purposes;
  - The right to create derivative works from all or part of the Work;
  - The right to include all or part of the Work in a research thesis or dissertation;
  - The right to make oral presentation of all or part of the Work and to include a summary and/or highlights of the Work in papers distributed at such presentations or in conference proceedings;
  - The right to use all or part of the Work without modification in personal compilations or publications of the author’s own works;
  - The right to include all or part of the Work on the author’s own personal website;
  - The right to include all or part of the Work on websites owned by ISU;
  - The right to include all or part of the Work on third-party websites including electronic print servers or electronic reserves of libraries.
  - The right to teach the Work at another institution of higher education external to ISU.
COMPENSATION. The Work was implemented as part of an Online Course Development Grant in the amount of [\$Amount], no additional compensation beyond that amount will be provided to the Assignor for the development of the Work. In the event that the implemented work is commercialized by ISU and the Assignor through royalties, rental or sale of the work, the first receipts shall be divided 75% to ISU and 25% to the Assignor until the full amount of the Online Course Development Grant has been reimbursed to ISU. After full reimbursement, any additional receipts shall be divided 50% to ISU and 50% to the Assignor.

ASSIGNOR'S WARRANTIES. Assignor warrants that, to the best of Assignor's knowledge, the Work is original except for third party materials identified to ISU and does not infringe any copyrights or any other rights of any third party, and that all permissions for ISU to exercise the rights granted herein have been, or will be, obtained from third parties as required by law. Any obligations associated with obtaining necessary permissions will be the joint responsibility of the ISU College of [XXX] and the Assignor. Assignor warrants that s/he is the sole and exclusive lawful owner of the Work, and that s/he has not assigned any rights in the Work to any other party, that the Work is free and clear from any encumbrances, liens, etc., and free from any and all claims of any persons, firms or corporations whatsoever except as have been identified to ISU.

GENERAL PROVISIONS

- In the event any provision of this Assignment shall be deemed to be invalid or void under any applicable law, the remaining provisions shall not be affected thereby and shall continue in full force and effect.
- This Assignment shall be governed in accordance with the laws of the State of Iowa and of the United States of America.

IN WITNESS WHEREOF, the parties have executed this instrument on the day of signature as indicated below.

ASSIGNOR (Applicant)

Signature: ____________________________  Date: ______________________

Name: ________________________________  Phone: ____________________

Title: ________________________________  E-mail: ____________________

Address: ______________________________

IOWA STATE UNIVERSITY
Engineering-LAS Online Learning

Signature: ________________________________  Date: ______________________

Thomas J. Brumm
Professor-in-Charge
1328 Howe Hall
Phone: (515) 294-5145
E-mail: tbrumm@iastate.edu

DEPARTMENT

Department Name: ________________________________

Signature: ____________________________  Date: ______________________

Name: ________________________________  Phone: ____________________

Title: ________________________________  E-mail: ____________________

Address: ______________________________