

1) What is your general policy for retention of online courses:

a. How long do you retain online courses in any form (live on LMS, backup, download etc.)?

- Live on the DLE/LMS - Blackboard courses remained until 18 months of no activity. Courses on Brightspace follow this same schedule
- Backup - indefinitely on encrypted external drive
- Download – on the server only as long as necessary to complete requested action by IP/course owner

b. Is there a difference between the courses for which a Course Development Agreement was signed, without transfer or sharing of ownership or waiver, and those for which there was not?

- No.

c. Is the policy the same regarding video recordings in Blackboard Collaborate?

- SUNY Oswego discontinued Blackboard Collaborate licensing in favor of Zoom as of August 2020. See <https://www.oswego.edu/cts/cts-blog/campus-migrating-blackboard-collaborate-zoom-effective-august-20-2020>
- At that date, faculty using Collaborate were given guidance on how to download and save recordings.
- All Blackboard Collaborate recordings were deleted upon end of contract

d. Is the policy the same regarding video recordings in Zoom?

- Policy is being drafted, with a proposed framework of an 18 month retention cycle. CTS continues to monitor Zoom storage usage to ensure we remain within our contracted storage quota. Faculty are encouraged to transfer reusable content into Panopto, a YouTube channel within our Google domain, or download to personal storage as media files (.mp4 files, as an example).

e. Will courses currently stored on Blackboard be retained in any way by SUNY Oswego after the Blackboard decommissioning in December 2022?

- SUNY Oswego has plans in place to archive Blackboard digital course content. Course backups will be stored on an encrypted external drive.

f. Regarding this retention after December 2022, is there a difference between the courses for which a Course Development Agreement was signed, without transfer or sharing of ownership or waiver, and those for which there was not?

- No. Records retention policy is applied uniformly to all digital materials within the digital learning environment used for academic purposes.

g. What is actually retained by the College as “the course” referred to in the course Development Agreement?

- All digital materials either created within the DLE, or uploaded to the DLE by the faculty developer, as well as any publisher created or third party content, including OER resources, are part of the files associated with the course. The “course shell” refers to the file system space created in the DLE for these materials. This file space is initially empty until faculty add digital content.

2) When faculty members leave SUNY Oswego:

a. Are their courses permanently removed from the Learning Management System and any backup or copy thereof ?

- Only if requested by the faculty member, and then only once the records retention period has elapsed. Digital course materials that contain student submissions that were graded follow SUNY guidance regarding records retention for student work.

b. Is the same happening for their video recordings ?

- Faculty employed by SUNY Oswego may manage their video recordings on Panopto. After separation, they may request deletion of recorded video lectures via the SUNY Oswego help desk.
- Faculty employed by SUNY Oswego may manage their video recordings on Zoom. After separation, they may request deletion of recorded video lectures via the SUNY Oswego help desk. Recordings that contain student work that was graded may need to be retained per SUNY guidance.

c. Is there a difference between the courses for which a Course Development Agreement was signed, without transfer or sharing of ownership or waiver, and those for which there was not?

- No. Digital course materials that contain student submissions that were graded follow SUNY guidance regarding records retention for student work. The only exception to this is if a waiver for shared course content is on file with SUNY Oswego.

3) Regarding the Course Development Agreement, please clarify what the sentence :“the department chair or Dean can access the virtual courseroom at any time” means:

a. Does the virtual classroom or courseroom refer to the Collaborate feature, of the same name enabling live attendance ?

- The phrase reads as follows:  
*“At any time, the department chair or Dean(s) can be invited into the virtual classroom.”*
- This phrase is found in the online course development agreement, previously used by Extended Learning. The online course development agreement used by Extended Learning specifically refers to asynchronous online courses. “Virtual classroom” is used to mean an asynchronously offered fully online class, via the supported learning management system.

b. How to interpret the meaning of the “virtual classroom” or “virtual courseroom” after Collaborate was decommissioned ?

- See the above response; “virtual classroom” is marketing language used by Blackboard to describe Collaborate functionality, but is not related in any way to the previously used online course development agreement initiated by Extended Learning.
- The contract for Blackboard Collaborate was discontinued; legally, the college no longer has access to this service.

c. Does it extend in any way to accessing the course material in addition to the virtual classroom or courseroom?

- At the time in which the development agreement was created, there were few to no wholly synchronous online courses. The “course materials” are those instructional materials (text, video, audio, quizzes, tests, written assignments and other items) found in the course shell on the learning management system.

d. Does this provision pertain only to the first offering of this course ?

- No; the phrase includes the clause “at any time”, meaning any time the course is taught.

e. Are faculty members contacted before their courses are accessed by the department chair or dean ?

- In practice, this should be similar to the process of a classroom faculty observation, where faculty are notified in advance of the visit. In extenuating circumstances where the Chief Technology officer or the Chief Academic Officer initiates this request, SUNY Legal counsel may also be consulted on the need for access.

- f. Does this sentence extend to video recordings of classes using either Collaborate or Zoom?
- If an asynchronous course uses Zoom, and there is recorded video, the answer is yes. If the course strictly uses Zoom for live interaction and is not recorded, then access by administrators is analogous to a classroom observation, meaning it is typically mutually communicated and scheduled.
- g. Do the same rules apply to courses developed with a Course Development Agreement after they are shared with other faculty members, who were not asked to sign a Course Development Agreement ?
- Yes
- h. Since Course Development Agreements were not requested from all faculty members teaching 100% online courses, please share your criteria for requesting these?
- The Course Development Agreement has been discontinued, as have stipends for course development. In other words, this process is no longer in effect.
- i. How many Course Development Agreement forms were signed by contingent faculty members during the past 10 years (2012-2022) ?
- Employment status of faculty developers is not tracked by Extended Learning.
- j. How many Course Development Agreement forms were signed by pre-tenure faculty members?
- Employment status of faculty developers is not tracked by Extended Learning.
- k. How many Course Development Agreement forms were signed by tenured faculty members ?
- Employment status of faculty developers is not tracked by Extended Learning.
- l. Same questions about the Course Refresh forms.
1. Employment status of faculty developers is not tracked by Extended Learning.

4) Regarding course sharing:

a. What is considered to be a shared course?

- A shared course is digital instructional materials that the initial faculty developer has indicated, in writing, may be used by other faculty teaching that course in that department.

b. What documentation is maintained and by whom to catalog shared courses and their associated IP assignments?

- Faculty developers should execute an Intellectual Property Rights Assignment form (available in draft form from Extended Learning by request). It is suggested that both the department and Extended Learning keep copies on file.

c. If a course is voluntarily shared with a colleague, how does the college determine IP ownership of the course used/developed/modified by the authorized user?

- This is a decision made by the faculty developer. They may wish to consider applying Creative Commons licensing to specify the terms of reuse. See <https://creativecommons.org/> for the range of permissions.
- The Faculty and Staff Handbook provides the following guidance (under "Computer Use":  
*Respect for intellectual labor and creativity is vital to academic discourse and enterprise. This principle applies to works of all authors and publishers in all media. It encompasses respect for the right to acknowledgment, right to privacy and right to determine the form, manner and terms of publication and distribution.*

d. What is the process for a faculty member to object to the use of their course/IP by another faculty member without specific permission to do so from the IP holder?

- To our knowledge such situations of inappropriately using IP are extremely rare. In the event it occurs, it can be examined.

e. What are the possible consequences for unauthorized use of a faculty member's course/IP?

- Please refer to the SUNY Oswego Faculty and Staff Handbook for any policy relating to this potential situation.

f. Has the college developed a model for shared course use or development? Is such a model desired if not in place now?

- There have been discussions initiated by interested departments and faculty developers, but the initial project has been delayed by COVID-19.

g. Can, and does, Oswego access online courses delivered on platforms other than Brightspace?

- Yes. The officially supported learning management systems of SUNY Oswego are Brightspace and Google Classrooms. CTS support personnel have access to Google Classrooms as administrators.
- The expectation is that all Oswego faculty members will use the officially supported LMS, Brightspace in their teaching practice.

h. Who maintains the record of online course IP ownership and associated rights of use for courses offered at Oswego?

- Requests made in writing via email to assign or share rights were received by Extended Learning previously, and this office maintains a digital archive of executed requests. Current process is for these requests to be initiated by the faculty IP owner via the CTS ticketing system, which archives all service requests.

i. Is that person available to present to faculty on how course ownership rights are handled and protected at Oswego?

- There is no one SUNY Oswego staff member who oversees intellectual property policy. Guidance on intellectual property and faculty rights can be found in SUNY Board of Trustees policy.