

Acct. # _____

Pos. # _____

Term: _____

Contract # _____

EMPLOYEE WORK MADE FOR HIRE AGREEMENT
Tennessee Board of Regents
Of
The State University System and Community College System of Tennessee
Nashville State Community College
Course Maintenance

This Agreement made the ____ day of _____ by and between _____ and Nashville State Community College.

THE AUTHOR AND THE INSTITUTION AGREE THAT:

1. Title and Copyright Assignment

(a) Author and Institution intend this to be a contract agreeing that services and results of the services to be rendered by Author hereunder (the "Work") are within the Author's scope of employment with the Institution, and consequently the Work is agreed to be a work made for hire. Author acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Institution.

(b) If for any reason the Work would not be considered a work made for hire under applicable law, Author does hereby assign and transfer to Institution, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

(c) Author agrees to execute all papers and to perform such other proper acts as Institution may deem necessary to secure for Institution or its designee the rights herein assigned.

2. Description of the Work

The author will maintain for Nashville State Community College the online _____ Master Course for use in the _____ term, henceforth referred to as the "Work" for purposes of this agreement. The author shall assume responsibility for the Work, and agrees to maintain (revise and/or update as necessary to ensure consistency and complicity with current discipline area information and data) the Work, with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., and maintain the Work in the form and content satisfactory to Nashville State Community College.

More specifically, the author must perform all of the following tasks (check all applicable boxes):

- 1. Update any due dates for tests/exams/quizzes/assessments to reflect appropriate dates for the upcoming semester.
- 2. Update any due dates for assignments/assessments that are in the Dropbox tab to reflect appropriate dates for the upcoming semester.
- 3. Update any due dates for any discussions forums/topics that are in the discussions tab to reflect appropriate dates for the upcoming semester.
- 4. Update any due dates within the Course Checklist to reflect appropriate dates for the upcoming semester.
- 5. Update the calendar tool to include major milestones within the course and any due date for any graded assessment within the course or the upcoming semester.
- 6. Manage inclusion of third-party products including MyMathLab, MyPsychologyLab, etc.
- 7. Check links and websites for accuracy and functionality and correct as needed.
- 8. Update minimal content changes as needed (could include textbook edition changes).
- 9. Prepare forms (including passwords) and email or take to the Testing Center.
- 10. Answer questions related to course content in a timely manner.
- 11. Take course through review process.

3. Delivery of the Work

(a) The Author will deliver the completed work to the Institution four weeks before the beginning of the semester in which the course will be offered.

(b) If the Author fails to deliver the Work on time, the Institution will have the right to terminate this Agreement and to recover from the Author any progress payments made in connection with the Work. Upon such termination, the Author may not have the Work published elsewhere until such progress payments have been repaid.

4. Quoted Material

With the exception of short excerpts from others' works, which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. The Author will obtain such consents at his or her own expense after consultation with Nashville State Community College Office of Online Learning and will file them with the same office at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Author.

5. Consideration

In consideration of and upon delivery and acceptance of the Work in accordance with the provisions of this Agreement, Institution shall pay Author at the rate of \$30 per hour, not to exceed payment over \$300.

The Author anticipates that completion of this work will take ____ hours for a total compensation of

\$ _____ (Author's initials)

6. Amendments

The written provisions contained in this Agreement constitute the sole and entire Agreement made between the Author and the Institution concerning this Work, and any amendments to this Agreement shall not be valid unless made in writing and signed by both parties.

7. Construction, Binding Effect, and Assignment

This Agreement shall remain in effect until the point at which the completed work is provided to the institution and shall be construed and interpreted according to the laws of the State of Tennessee and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author and to the Institution shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Author Date

Dean Date

Vice President for Academic Affairs Date

President Date

THIS INFORMATION MUST BE COMPLETED BY THE EMPLOYEE BEFORE PAYROLL CHECKS CAN BE PROCESSED.

I accept the appointment as described above. I understand that this appointment is not approved until all signatures have been obtained. I understand that I am not entitled to compensation for any work completed in anticipation of approval. **Initial** _____

_____ I am _____ I am not employed as a permanent part-time or permanent employee at another state agency or institution. In order to process a payroll check, federal regulations require disclosures of your retirement system(s). If none, write in "none."

Retirement System: _____ Retired: _____ Yes _____ No

Employee Signature: _____ Date: _____

4/1/2016 Contract based on input received from Faculty, Administration, and TBR.