

ARTICLE XXI Distance Education

Section 1. Scope, Definition, and Principles.

A. Scope of this Article.

This Article, in conjunction with appropriate University policy and applicable provisions of academic unit's or regional campus' section of the Faculty Handbook, provides procedures and guidelines for the development and use of Distance Education.

Commented [DS1]: Here and in B, the title has been formatted to make it consistent with what is used below.

B. Definition of Distance Education.

Distance education is defined as courses (or course sections) that utilize technology to deliver instruction to students who are separated from the instructor by place or time in which instruction occurs remotely and various forms of technology are utilized to provide students/faculty with differentiated modes of interaction and communication, including but not limited to Distance education modes includes, but is not exhausted, by identified in the following course modalities terms:

1. Wholly asynchronous online delivery of instruction distribution, e.g., face-to-face interaction provided through room-based video, desktop-based video, or other modes of interactive audio and video conferencing; and,
2. Wholly asynchronous online delivery of instruction distribution, e.g., web-based or internet-based online courses/sections;
3. A hybrid of asynchronous and synchronous online delivery of instruction;
4. A hybrid of traditional classroom-bound instruction combined with synchronous and/or asynchronous delivery of instruction Distance Education courses may be offered in any combination of the above and/or through such other technologies as identified, provided, and supported by the University.

Section 2. Course Management System.

The parties to this Agreement recognize and agree that the University currently provides Faculty with access to, training in, and use of an electronic course management system. Use of such an electronic course management tool to enhance delivery of traditional classroom-bound courses does not, as a sole criterion, constitute development, delivery, or distribution of distance education instruction through a course or course section. In light of the need to remain current in the development of technologies supporting Faculty instructional efforts utilizing an electronic course management system, the parties agree the current use of any electronic course management system does not commit the University to any particular system or third-party vendor product.

Section 3. Responsibilities of Parties.

- A. The Faculty of an academic unit, in accordance with the curricular provisions of the academic unit's section of the Faculty Handbook, have the primary responsibility for selecting the content of courses. All courses are subject to curricular requirements and specifications established by

the unit, as outlined in the academic unit's section of the Faculty Handbook and the curricular regulations of the college, if applicable, and the University. These expectations pertain to courses taught through distance education modalities as well as those offered in the traditional classroom setting and modalities. An academic unit's curricular authority and oversight responsibility for its course offerings extends to the right to review individual course offerings being delivered for the first time in new or modified formats or time frames for conformity with the unit's established curricular expectations and purposes for the course. Likewise, review and approval of instructors afforded distance education instructional opportunities (development or teaching) ~~will~~ shall follow the unit's established standards, expectations and review processes as stated in the unit's section of the Faculty Handbook.

- B. The textbooks and learning materials for distance education courses shall be selected in the same manner as they are for traditional courses. Any additional requirements that expand upon the ~~Basic Data Sheet~~ course content, learning outcomes, and catalogue description that ~~have~~ ves been approved by the departmental Faculty shall be included in writing with the teaching assignment ~~on the~~ workload statement that is provided in accordance with Article IX of this Agreement.

Section 4. ~~Workload, Compensation, and Support for~~ Rights and Responsibilities of Faculty Regarding the Teaching of Distance Education Courses.

- A. *Right of Refusal to Teach Distance Education Courses.*

1. Except where a Faculty member's primary teaching assignment is in a fully online program, a Faculty member may refuse to ~~develop or~~ teach distance education courses as defined in Section 1 above.
2. In the case where a Faculty member refuses to teach a course in a distance education ~~course~~ modality, the University may, in its discretion, appoint another faculty member to teach the course. However, this provision does not affect the priority of assignment for intersession and summer assignments as provided for in Article IX, Section 4 of this Agreement.

- B. Right to Alter Existing Distance Education Courses. In cases in which a Faculty member accepts an assignment to teach a distance education course that has previously been developed, the Faculty member has the academic freedom and the responsibility to alter, update, or change any assignment, assigned reading, or associated course material, provided that such alterations are consistent with the course description and learning outcomes approved by the academic unit. Alterations described in this section are not significant revisions to the course as described in Section 5.A of this Article. Where the University owns some or all of the intellectual property associated with the existing course, the University does not assert any claim or ownership interest in individual alterations to the course. ~~Initial Offerings of Distance Education Courses. Because the teaching of distance education courses may require additional preparation and teaching time for Faculty, additional workload equivalency for initial offerings by Faculty members who teach distance education courses may be specified in the academic unit's or regional campus' section of the Faculty Handbook.~~

- C. Student / Instructor Engagement. In all cases, regular, timely, and substantive interactions between the students and the instructor shall occur in a distance education course. In asynchronous distance education courses, there shall be opportunities for students to interact in real time with the instructor during office hours and/or by appointment.

Commented [DS2]: This section has been reframed to focus solely on the teaching of DE courses. There is a new section below focused on the process for developing/significantly revising DE courses.

Commented [DS3]: This has been moved into the "Support" section 6 (formerly 5).

D. *Participation in Campus Community.* The Faculty member is expected to reside within reasonable commuting distance of their home campus and to engage in service and otherwise participate in the academic life of the campus community. This remains true in cases in which the entirety of a Faculty member's teaching assignment is comprised of distance education courses.

Section 5. Processes and Procedures Regarding the Development and Significant Revision of Distance Education Courses.

~~A.C.~~ *Request for the Development ~~and~~ or Significant Revision of Distance Education Courses.* ~~The~~ University may, in its sole discretion, request that a Faculty member(s) develop or substantially revise a distance education course.

Commented [DS4]: This sentence is borrowed from the old 6.B (7.B in this proposal) below.

1. The request to develop or significantly revise a distance education course shall come from the Faculty member's academic unit administrator, college dean, and/or regional campus dean.
2. In requesting the development or significant revision of distance education courses, academic unit ~~administrators~~ and ~~regional college/campuses~~ ~~deans~~ shall give priority to Faculty of the unit/campus, consistent with the nature of the course and the qualifications and technical expertise of Faculty. ~~This does not, however, preclude other faculty from developing distance education courses.~~
3. Faculty members have the right to refuse a request to develop or significantly revise a distance education course.
4. Faculty members who have not been requested by an academic unit administrator or college/campus dean to develop or significantly revise a distance education course, may still do so. However, there is no guarantee that they will be assigned to teach the distance education course developed/revised and they are not entitled to the compensation specified in section 5.B below.
5. Any development or significant revision of a distance education course must adhere to the course description and learning outcomes approved for the course by the academic unit.

Commented [DS5]: The intent of this sentence is now addressed in sub-section C.4.

~~B.D.~~ *Compensation for the Initial Development or ~~Extensive~~ Significant Revision of Distance Education Courses.* ~~Initial development or extensive revision of distance education courses as defined in this Article shall be compensated as a workload equivalency as specified for this purpose in the academic unit's or regional campus' section of the Faculty Handbook. If a Faculty member agrees to a request to develop or significantly revise a distance education course, the Faculty member shall be compensated for the development/significant revision in one of the following ways:~~

1. Workload equivalency that is part of the Faculty member's regular academic year assignment.
2. Overload assignment compensated at the applicable overload compensation rate provided for in this Agreement.
3. A flat fee to be agreed upon by the administrator making the request and the Faculty

member.

~~E. Overload Assignments. Distance education course assignments or workload equivalency for initial development or significant revision of distance education courses that are assigned as an overload assignment shall be compensated at the applicable overload compensation rate provided for in this Agreement.~~

C. *Formal, Written Agreement to Develop/Significantly Revise a Distance Education Course.* If a Faculty member provisionally agrees to a request to develop or significantly revise a distance education course, the Faculty member and the academic unit administrator or college/campus dean must attempt to reach a formal, written agreement on all of the terms of the project. The formal, written agreement shall be completed and signed by the Faculty member and the academic unit administrator or college/campus dean before the Faculty member begins work on the development or significant revision of the distance education course and before the Faculty member receives any compensation for the development or significant revision of the course. If no agreement can be reached, the request shall be rescinded.

The formal, written agreement shall explicitly address all of the following:

1. The specific distance education modality for the course to be developed/significantly revised.
2. The specific term length (e.g. full semester, 7 weeks, 5 weeks) for delivery of the course to be developed/significantly revised.
3. The time frame in which the project is to be completed and, in the case of a significant revision, the scope of the revision.
4. The type and amount of compensation for the development/significant revision of the course as provided for in Section 5.B of this Article.
5. Whether and, if so, the extent to which the project will require the involvement of Kent State Online, including but not limited to substantial assistance by course designers.
6. Which of the four types of “work” specified in Article XX, Section 4.B of this Agreement that the project will fall under.
 - a. In cases where the project will fall under the heading of “University Sponsored Effort”, the formal written agreement shall specify the amount of additional compensation for the transfer of ownership of intellectual property created by the Faculty member to the University and shall further satisfy the conditions specified in Article XX, Section 4.B.2 of this Agreement.
 - b. In cases where the project will fall under the heading of “Joint Effort”, the formal, written agreement shall specify the scope and share of the intellectual property created by the Faculty member that will be owned by the University and the amount of additional compensation for that share of intellectual property, and shall further satisfy the conditions specified in Article XX, Section 4.B.3 of this Agreement.
 - c. In cases where the project will fall under the heading of “Compilation”, the

formal, written agreement shall specify the share of net proceeds (if any) from the compilation to be received by the Faculty member and shall further satisfy the conditions specified in Article XX, Section 4.B.4 of this Agreement.

- d. In all cases, the written agreement shall otherwise comply with Article XX of this Agreement and Section 7 of this Article below.

A copy of the signed, written agreement shall be provided to the Association in a timely manner.

Section ~~65~~. Instructional and Technical Support for Distance Education.

- A. Initial Offerings of Distance Education Courses. Because the teaching of distance education courses may require additional preparation and teaching time for Faculty, additional workload equivalency for initial offerings by Faculty members who teach distance education courses may be specified in the academic unit's or regional campus' section of the Faculty Handbook.
- B. Technology for hybrid modalities. Because the teaching of a hybrid of traditional classroom-bound instruction combined with synchronous and/or asynchronous delivery of instruction requires specific audio/visual technology in the classroom, the University shall make such equipment available in the classroom before the beginning of the course.
- C. Travel Reimbursement. Faculty shall be entitled to travel reimbursement for travel directly and necessarily related to the instructional assignment in accordance with applicable University guidelines. Travel reimbursement shall be agreed to by the Faculty member and the University prior to the Faculty member beginning to develop or to teach a course.
- ~~DB.~~ Faculty Development. The Center for Teaching and Learning in conjunction with Kent State Online shall offer Distance Education Training at least once a semester.~~Faculty members who develop and/or teach distance education courses must be provided with opportunities for access to supportive Faculty development, consistent with the need of the Faculty and availability of University resources and services for that purpose.~~
1. Consistent with the need of the Faculty member and contingent on the availability of University resources,~~In the event that~~ a Faculty member who develops and/or teaches, for the first time, a distance education course, ~~the Faculty member~~ shall receive appropriate professional development and technical support assistance. Faculty whose assignments require them to be trained in specific technologies in order to offer a distance education course may be paid a one-time cash payment for such training.
 2. In instances of succeeding assignments to teach distance education courses, the Faculty member is expected to demonstrate a level of technical competence that would enable them to teach the course. Ongoing technical support assistance shall be available to Faculty members who teach succeeding offerings of the same course. In addition, technical support and logistical assistance shall be available to Faculty at all sites at which distance education courses are offered.

Section ~~76~~. Intellectual Property and Distance Education.

- A. In all cases, the Faculty member(s) shall retain all ownership interests in ~~his or her~~their

contribution to the development or revision of a distance education course unless ~~agreed~~ stipulated otherwise ~~in writing~~ by the Faculty member(s) and the University in the formal, written agreement.

- B. In any case in which the Faculty member agrees to undertake the distance education course development/revision project as a University Sponsored Effort or Joint Effort as defined in Article XX of this Agreement and transfer ownership of some or all of the intellectual property created by the Faculty member to the University, the Faculty member shall receive additional compensation for the intellectual property that will be created by the Faculty member but owned by the University. This compensation is over and above the compensation provided for in Section 5.B of this Article and shall be commensurate with the market value of the intellectual property created. ~~The University may, in its sole discretion, request that a Faculty member(s) develop or substantially revise a distance education course and provide additional compensation and substantial assistance including, but not limited to, assistance by course designers provided by the University. If the Faculty member(s) agrees to this request, the Faculty member(s) and the academic unit administrator must agree in writing to all the terms of the project on a form to be provided by the University before the project begins.~~

Commented [DS6]: Much of the language that was formerly in this section has been moved up into the new "process" section.