Article 21
Distance Learning

21.1 The term “distance learning” as used herein refers to a planned teaching/learning experience that makes significant use of any of a wide spectrum of instructional technologies to reach students who are separated by physical distance from the teacher. Distance learning includes but is not limited to: 1) synchronous distribution e.g. face to face interaction provided through room based-video, desktop-based video, or other modes of interactive audio and video conferencing, 2) asynchronous distribution, e.g., web-based or internet-based online courses/sections or 3) some combination of the above and/or through such other technologies as identified, provided, and supported by the University.

21.1.1 Distance learning courses shall be subject to the same Department, College, and University procedures for review and approval of curriculum changes as apply to non-distance learning courses.

21.1.2 Academic content developed by a Bargaining Unit Faculty Member for a distance learning course shall be used only by that Member unless (a) he or she has voluntarily allowed others to use the materials or (b) as expressly provided for in this Article 21 (Sections 21.5.2.5 and 21.5.3.5).

21.1.3 A Member teaching a distance learning class(es) shall select textbooks and other teaching materials pursuant to Section 7.1, unless the Member voluntarily agrees to teach a distance learning course developed by another Member.

21.2 Members may request a distance learning teaching assignment, but the decision to offer a distance learning class shall be made by the Dean of a College or designee, who shall first consider (a) whether the course content is appropriate for a distance learning format, (b) whether the individual Member’s background, experience and skills are reasonably suited to teaching via distance learning, and (c) whether the class size is conducive to effective student learning.

21.2.1 The University will not compel any Member to teach a distance learning class, except as set forth in Section 21.5.2.4 and Sections 21.5.3 and subsections.

21.2.2 When assigned to teach a specific distance learning course, a Bargaining Unit Faculty Member will receive in writing a response to any written request(s) the BUFM makes for any equipment, software or support that he or she feels is needed to offer the class.

21.2.3 The University will provide necessary support for Members who have been assigned to teach distance learning classes. Such support shall include needed training, consultation on instructional design, and technical assistance.

21.3 Bargaining Unit Faculty in each college shall designate an existing committee or form a new committee to receive and make recommendations about issues that may arise regarding curricular standards, course quality, faculty preparation and support for distance learning. When
the issue involves a challenge regarding an individual course assignment pursuant to Section 21.2, the Committee’s recommendation will be sent to the Dean and the Provost.

21.4 Any major changes to the technology or course management system that supports distance learning will be reviewed and recommended through the IT governance infrastructure. Before making any such major changes, however, the University will solicit recommendations from the Academic Services Committee, from the college committees assigned to consider distance learning pursuant to Section 21.3, and from a seven person University Distance Learning Committee consisting of one Bargaining Unit Faculty Member selected by and from each of the College Committees identified in Section 21.3. This university-level committee will also convene, as necessary, to make recommendations regarding distance learning issues brought to the Committee by the AAUP-WSU or the University.

21.5 The University and the AAUP recognize four basic types of distance learning courses: Standard, Program, Multi-section, and Dual-mode.

21.5.1 “Standard” distance learning courses are assigned pursuant to Section 21.2 and 21.2.1 and are, in all other respects, considered to be the same as classes taught in a classroom. Except for classes taught in the summer or as overloads, Standard distance learning classes are taught without extra compensation, except as set forth in Section 21.6.

21.5.2 “Program” distance learning courses are developed and taught as part of a collection of courses or a planned collection of courses (a majority of which are distance learning) that leads to a graduate degree, an undergraduate major or minor, a certificate, or the equivalent. Each such course is created by a Content Development Team, based on a Bargaining Unit Faculty Member’s subject matter expertise, and subject to that Member’s approval.

21.5.2.1 A Member cannot be compelled to develop a Program distance learning course, and the University is not obligated to offer such development to any individual Member. When a Member is offered and agrees to develop a program distance learning course, that Member and the University will enter into a signed agreement specifying, at a minimum, (1) the course to be developed, (2) a description of the materials the Member is to develop, (3) the Member’s roles and responsibilities as part of a course development team, and (4) an estimated course development schedule. The University will send copies of these Agreements to the AAUP-WSU. Before signing such an Agreement that includes provisions about compensation or intellectual property (ownership or use of materials) other than those expressly set forth in this Article 21, the University will negotiate such provisions with the AAUP-WSU.

21.5.2.2 A Member who develops a Program distance learning course will receive payment of no less than $5,500 to develop the course.

21.5.2.3 Unless otherwise specified in a signed agreement, Members who develop Program distance learning courses will make minor revisions as necessary to keep the material current for a period of up to five years. However, major revisions requested by the University will be documented in a separate agreement and will be considered new material, and the payment to the Member will be consistent with the payment for the original development and proportionate to

Deleted: $5,000 to develop the course. Beginning in Summer semester 2017 the payment will be no less than
the portion of the material subject to major revision. Thus, if the original development was completed for $5,000 and 60% of the material is to be revised under the new written agreement, the Member will be paid an additional $3000 for the revisions. All agreements to make major revisions will specify the materials the Member is to revise, the amount of money to be paid to the Member for these revisions, and the number of years (normally three to five) the newly revised material may be used.

21.5.2.4 At the discretion of the University and for a period of up to five years, the Member who develops a Program distance learning class will be assigned to teach the class as part of her or his workload, as a summer class(es) or, with the Member’s agreement, as an overload. At any time, the Member and the University may agree to lengthen or shorten the five-year period.

21.5.2.5 The course product, or portions thereof, will only be used by that Member, except as follows:

- If the Member wishes to be relieved of teaching the course and requests to have another faculty member use the course product during a specified term(s) and the University agrees, then another faculty member may be assigned to teach the course.
- If the Member resigns or retires from the University or is on sick, Professional Development or other leave, the University may make the course product available for use by another faculty member for any term that begins within two years of the time when the University receives written notice of the Member’s absence.
- If the University terminates or chooses to not continue the Member’s faculty appointment, the course product will not be used after the Member has left the University.

21.5.2.6 The course product, or portions thereof, will only be used for Wright State University credits.

21.5.2.7 If both the University and the Member agree, a course developed as a Program distance learning course may also be taught as a “Multi-section” distance learning class pursuant to Sections 21.5.3 through 21.5.3.6.

21.5.3 “Multi-section” distance learning courses are developed to be taught as classes divided into sections. The Member who develops the course product will teach the class by serving as course director, teaching one section, and overseeing adjuncts or graduate students (facilitators) who teach other sections and serve as graders. Each such course is created by a Content Development Team, based on a Bargaining Unit Faculty Member’s subject matter expertise, and subject to that Member’s approval.

21.5.3.1 A Member cannot be compelled to develop a Multi-section distance learning course, and the University is not obligated to offer such development to any individual Member. When a Member is offered and agrees to develop a Multi-section distance learning course, that Member and the University will enter into a signed agreement specifying, at a minimum, (1) the course to be developed, (2) a description of the materials the Member is to develop, (3) the Member’s roles and responsibilities as part of a course development team, and (4) an estimated course development schedule. The University will send copies of these Agreements to the AAUP-WSU.
Before signing such an Agreement that includes provisions about compensation or intellectual property (ownership or use of materials) other than those expressly set forth in this Article 21, the University will negotiate such provisions with the AAUP-WSU.

21.5.3.2 A Member who develops a Multi-section distance learning course will receive payment of no less than $5,500 to develop the course. For directing the course and teaching one section, the Member will be credited with one class as part of his or her workload. For each additional section taught by a facilitator under his or her direction that semester, the Member will be paid no less than $550 for the use of the distance learning course.

21.5.3.3 Unless otherwise specified in a signed agreement, Members who develop Multi-section distance learning courses will make minor revisions as necessary to keep the material current for a period of up to five years. However, major revisions requested by the University will be documented in a separate written agreement and will be considered new material, and the payment to the Member will be consistent with the payment for the original development and proportionate to the portion of the material subject to major revision. Thus, if the original development was completed for $5,000 and 60% of the material is to be revised under the new written agreement, the Member will be paid an additional $3,000 for the revisions. All agreements to make major revisions will specify the materials the Member is to revise, the amount of money to be paid to the Member for these revisions, and the number of years (normally three to five) the newly revised material may be used.

21.5.3.4 At the discretion of the University and for a period of up to five years, the Member who develops a Multi-section distance learning class will be assigned to teach the class as part of her or his workload during the Fall or Spring Semester, or as a summer class(es) provided the Member wishes to teach in summer, or, with the Member’s agreement, as an overload. At any time, the Member and the University may agree to lengthen or shorten the five year period.

21.5.3.5 The course product, or portions thereof, will be used only by that Member, except as follows:

- Persons hired by the University (facilitators) to teach sections of the course developed by the Member may use the course product or portions thereof.
- If the Member wishes to be relieved of teaching the course and requests to have another faculty member use the course product during a specified term(s) and the University agrees, then a faculty member who is mutually acceptable to the Member and the University may be assigned to teach the course. In such cases, the Member who developed the course and the faculty member teaching the course will each receive $275 per section taught by a facilitator.
- If the Member resigns or retires from the University or is on sick, Professional Development or other leave, the University may make the course product available for use by another faculty member for any term that begins within two years of the time when the University receives written notice of the Member’s absence. In such cases, the Member who developed the course and the faculty member teaching the course will each receive $275 per section taught by a facilitator.
• If the University terminates or chooses to not continue the Member’s faculty appointment, the course product will not be used after the Member has left the University.

21.5.3.1 When the University first offers a Multi-section distance learning course that utilizes graduate students or adjuncts as facilitators to teach sections, the University and the AAUP-WSU will convene the University Distance Learning Committee pursuant to Section 21.4.

21.5.3.6 The course product, or portions thereof, will be used only for Wright State University credit. If the University wishes to use the material in some other way, the terms of that use will be negotiated with AAUP-WSU.

21.5.4 “Dual-mode” distance learning courses are taught when faculty agree to teach a video-based distance education section of a course they are simultaneously teaching as a conventional classroom course. Although the syllabi for the two sections may be identical in many respects, the syllabus for the video-based section must (a) describe the students’ available means for active engagement with the instructor and (b) provide virtual office hours.

21.5.4.1 In order to compensate the Member for adding a second delivery mode, the Member will receive $500 when at least one student enrolls in the video-based distance education section of a course. The faculty member will receive a full overload for every 12 students over the class limit.

21.5.4.2 The class size of the conventional classroom section will be based on the class enrollment limits posted by the Registrar and the online enrollment will not exceed that limit.

21.5.4.3 The number of students will be as of the 1st day of the semester.

21.5.4.4 Course overloads will not be provided for Dual-mode courses where the total class size (conventional class and online) is less than 11 students.

21.6 Preparation for Teaching Distance Learning. If a Member’s first distance learning teaching assignment at Wright State University is a “Standard” distance learning course pursuant to Section 21.5.1, that Member will receive release time equal to one standard course within the College, during which time the Member will participate in training provided by the University in
the use of distance learning technologies, instructional design, and related topics. Because they are assisted by a development team and compensated monetarily, Members who are teaching or have taught “Program” or “Multi-section” distance learning classes are not eligible for these course releases. These course releases are not available to Members who teach “Dual-mode” distance education classes pursuant to Section 21.5.4, whose “Standard” distance learning class (Section 21.5.1) is limited to audio, video, or conferencing technologies, or who have taught a distance learning course in the Fall 2014 semester or earlier.

21.7 Office Hours. A Bargaining Unit Faculty Member teaching a distance learning course may hold some of the normally expected office hours (see Section 7.5) online. If all classes taught during a given term are distance learning courses, the Member must still maintain sufficient on campus office hours to meet the reasonable needs of the Member’s advisees.

21.8 Learning Environment. Consistent with the provisions of Section 7.6, a Bargaining Unit Faculty Member may block a disruptive student’s access to a distance learning course.

21.9 During the life of this Agreement, the University will not enter into a contract(s) or other agreement(s) with a third party vendor(s) to provide a complete distance learning course (or materials that constitute the majority of the content for any distance learning course) without first negotiating an agreement with AAUP-WSU.

21.10 College Credit Plus Courses. The faculty member agrees to direct the course and teach one section as assigned on-load or as a summer class, at the discretion of the University. When the University schedules additional sections with CCP students enrolled and facilitated by a high school co-instructor under the faculty member’s direction (CCP sections), the faculty member will be paid $550 for the use of the distance learning course and performing oversight responsibilities.

The course product or portions thereof, will only be used by the faculty member except as follow:

   a) Persons hired by the University (facilitators) to teach sections of the course developed by the Member may use the course product or portions thereof when the University receives credits for enrollment.

   b) If a faculty member wishes to be relieved of teaching the course and co-taught sections and requests to have another faculty member use the course product during a specified term(s) and the University agrees, then a faculty member who is mutually acceptable to the Member and the University will be assigned to teach the course. In such cases, the member who developed the course and the faculty member directing the course will each receive $275 per section taught by a facilitator.

   c) If a faculty member resigns or retires from the University or is on sick, Professional Development or other leave, the University may make the course product available for use by another faculty member for any term that begins within two years of the time when the University receives written notice of the member’s absence. In such cases, the Member who developed the course and the faculty member directing the course will each receive $275 per section taught by a facilitator.
d) If the University terminates or chooses to not continue the faculty member’s appointment, the course product will not be used after the faculty member has left the University.