Article 21  
Distance Learning  
University, March 10, 2017

21.1 The term “distance learning” as used herein refers to classes wherein students are separated by physical distance from the teacher for 80% or more of the direct faculty-led instruction via (1) online instruction or (2) video-based delivery pursuant to Section 21.5.4. While not subject to these distance learning provisions, the parties acknowledge that distance learning technologies are also employed in courses that are taught partially online or predominantly “face-to-face,” pursuant to Section 21.2.

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 Bargaining Unit Faculty Members who have voluntarily taught two or more online classes pursuant to any of the provisions in Sections 21.5.1 through 21.5.3.6 may be scheduled at the discretion of the Department Chair to teach “standard” distance learning classes as set forth in Section 21.5.1. All other Members, however, will only be assigned distance learning classes when they specifically agree to do so.

21.2.2 Whereas the University has the unilateral right to set the maximum class size for all other assigned courses, maximum class size is agreed to in advance for Program, Special Demand, and Multi-section classes taught pursuant to this Article 21. The maximum class size for Standard distance learning classes is also agreed to in advance or, when assigned pursuant to Section 21.2.1, set consistent with the maximum class sizes set for that or similar courses offered in recent years.

21.2.3 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.
21.2.4 The University will make a good faith effort to 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 five types of distance learning courses: Standard, Program, Special Demand, 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.

“Special Demand” distance learning courses are developed to meet an anticipated demand from students who might otherwise not take WSU courses in that discipline. All provisions stated below for Program distance learning courses apply fully to Special Demand courses.

Each Program or Special Demand 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 or Special Demand 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 or Special Demand 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
21.5.2.2 A Member who develops a Program or Special Demand 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 or Special Demand 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 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 or Special Demand 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 at Wright State University.

21.5.2.7 If both the University and the Member agree, a course developed as a Program or Special Demand 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 $500 (no less than $550 starting in Summer 2017) 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 $250
per section taught by a facilitator (no less than $275 starting in Summer 2017).
• 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 $250 per section taught by a facilitator (no less than $275 starting in Summer
2017).
• 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.

21.5.3.5.1 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 at Wright State University. 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. To recognize that the combined number may be equivalent to two independent
sections of the course, the Member will be paid for a course overload when the total number of
students enrolled in the conventional classroom and the distance learning sections exceed the
class size limit of the conventional classroom section by the percentages listed in the table below.
<table>
<thead>
<tr>
<th>Class Size Range</th>
<th>Overload %</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-19</td>
<td>100%</td>
</tr>
<tr>
<td>20-29</td>
<td>55%</td>
</tr>
<tr>
<td>30-39</td>
<td>40%</td>
</tr>
<tr>
<td>40-49</td>
<td>30%</td>
</tr>
<tr>
<td>50 or greater</td>
<td>25%</td>
</tr>
</tbody>
</table>

21.5.4.2 The class size of the conventional classroom section will be based on the class enrollment limits posted by the Registrar.

21.5.4.3 The number of students will be as of the 14th day of the semester.

21.5.4.4 Course overloads will not be provided for Dual-mode courses where the class size 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,” “Special Demand,” 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.