

Know Your Rights!

Distance Education

The Collective Bargaining Agreement recognizes that the development (or significant revision) of a Distance Education course requires a significant amount of labor and technical expertise over and above that required to develop or significantly revise a more traditionally delivered course. **You cannot be required to develop a Distance Education course (CBA Article XXI, Section 4.A.1. p. 86).**

Should you choose to do so, **your Handbook may specify compensation for the initial development or extensive revision of a distance education course:**

“Initial development or extensive revision of distance education courses...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” (CBA, Article XXI, Section 4.D., p. 86).

If your Handbook does not contain such language, you may want to consider approaching your Unit Administrator to discuss possible compensation for this work.

Currently, the Administration is requesting that Faculty who develop distance education courses sign a boilerplate agreement form, and it has been suggested to some Faculty that they must sign away all or part of the copyrights to the developed course to receive compensation. However, **you are not required to sign away any part of your intellectual property rights in order to receive compensation for the development of a distance education course (CBA Article XXI, Section 6, p. 87). You can ensure that you retain all copyright privileges for your work by selecting “Type I – Independent Faculty Effort” on the agreement form, if the description of Type I applies to the course you have developed or extensively revised.**

- Any scholarly work that falls within a Faculty member’s “normal duties and responsibilities” is “exempted from the provisions and requirements of [the Intellectual Property Rights] Article” and “is the property of the Faculty member, who has the right to determine the disposition of such work and revenue derived from such work” (CBA, Article XX, Section 4.A and 4.B.1, p. 82).
- You have the right to refuse to sign any agreement that does not adequately protect your intellectual property rights or adequately compensate you for (wholly or partly) waiving those rights.
- Additionally, “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” (CBA, Article XXI, Section 4.B, p. 86).

If you believe that you have not been appropriately compensated for developing or significantly revising a Distance Education course or that your intellectual property rights have been infringed upon, contact AAUP-KSU at 330-673-9118 or office@aaupksu.org.