

FAQ: Fall Semester Courses and AAUP-KSU Collective Bargaining Agreements

Q: I'm concerned about returning to campus during the ongoing pandemic. Can they force me to do so?

No. AAUP-KSU has received assurances from Interim Provost Tankersley that "if a faculty member believes she/he is unable or unwilling to teach in a traditional face-to-face format during academic year 2020-21, the University will work with individual faculty members to consider all options available (e.g., remote teaching, online teaching, scheduling options, medical or other available leave, benefits which may be available under applicable laws) to manage each individual's situation on a case-by-case basis."

Q: My academic unit administrator/campus dean is saying that my remote course must be delivered in a 100% synchronous modality (or saying that my remote course must be delivered in a 100% asynchronous modality)? Can they force me to teach it that way?

No. The Academic Continuity Committee has issued a statement (sent to faculty, chairs, directors, and deans) that makes clear that "Remote instruction spans a continuum. On one end of the continuum is fully asynchronous instruction; at the other fully synchronous instruction, with live learning experiences/lectures/discussions/team exercises constituting the entire instructional time scheduled for the course. However, these are the extremes and faculty members teaching remote courses can use any combination of asynchronous and synchronous instruction. Individual instructors know their subject matter and they have a strong sense of students' abilities and challenges. Instructors are also keenly aware of their own strengths and limitations in various teaching formats and modalities. In keeping with the principles of academic freedom, all pedagogical choices are up to the individual instructor."

Q: I've been assigned to teach three to five distinct courses (involving different lectures, readings, assignments, etc.) many of which have very high enrollments. Given the extra time required when teaching in a remote format, this seems unreasonable. Do I have any recourse?

Yes. AAUP-KSU and the University have entered into a side-letter that stresses that "academic units should consider additional factors in assigning workload including but not limited to (i) number of different preparations per faculty member per semester and per academic year; (ii) total number of students enrolled in a course; (iii) total number of students taught in all courses in a semester or academic year; (iv) synchronous/asynchronous format challenges; and (v) faculty preferences and competencies."

The side-letter further states: "Because, the scope and number of remote offerings that are anticipated in AY 20/21 and possibly beyond is also likely to have unintended consequences with respect to faculty workload, the parties agree to use the informal resolution process in the TT Agreement at Article VII, Section 1.C.; and in the FTNTT Agreement at Article VII, Section 1 to address faculty concerns about workload assignments that cannot otherwise be resolved informally between the faculty member and the academic unit administrator who is responsible for making the assignment."

Q: What is the difference between an online course and a remote course? How do either of these relate to the Distance Education article in our CBAs?

As defined in Article XXI, Section 1.B of the TT CBA, which is incorporated by reference into Article XVIII of the FTNTT CBA, distance education is defined as courses (or course sections) in which instruction occurs remotely and various forms of technology are utilized to provide students/faculty with differentiated modes of interaction including but not limited to synchronous distribution, asynchronous distribution, and any combination thereof. As such, courses we commonly think of as online courses as well as the new category of remote courses count as distance education.

The main difference between an online course and a remote course has to do with whether or not it was originally scheduled to be taught in a distance education format and whether or not students enrolling in the course incur a fee. Online courses were originally scheduled to be offered in a distance education format and students enrolling in them incur a fee. Remote courses were originally scheduled to be taught in a traditional face-to-face format, but were moved to a distance education format given the University closure in the Spring and Summer and the need to social distance in the Fall semester.

Q: Now that I've developed my course for remote delivery, has it thereby been approved to be taught in a distance education format once things return to normal?

No. Article XXI, Section 3.A of TT CBA (incorporated by reference into Article XVIII of the FTNTT CBA) states that an academic unit's curricular and oversight responsibility extends to the right to review individual course offerings being delivered for the first time in distance education format. AAUP-KSU and the University have agreed to waive that provision as it applies to remote courses offered during the 2020 Spring semester, intersession, and summer terms, and for both Fall and Spring semesters of AY 20/21. The idea is that none of those terms will count as the first-time distance education offering of a course that had originally been scheduled in a traditional face-to-face format. If any of those courses are subsequently scheduled to be offered in a distance education format, that subsequent offering will count as the first-time offering and the provisions of Article XXI.3.A will apply.

All other provisions of the Distance Education articles in the TT and FTNTT CBA remain in effect and apply to all remotely delivered instruction.