

## **ARTICLE 30** **eLEARNING**

30.§1 **PRINCIPLE**. This article establishes policies, procedures, and compensation guidelines for the development, preparation, presentation, transmission, or re-transmission for eLearning.

30.§2 **DEFINITIONS**. eLearning courses are those where the instructor and the student are separated geographically so that face-to-face communications are limited or non-existent. eLearning at Western includes distance education and open learning.

30.§2.1 **Distance Education**. Distance education means education that uses one or more of the following modalities to deliver instruction to students who are separated from the instructor and to support regular and substantive interaction between the students and the instructor, synchronously or asynchronously. The modalities used may include:

30.§2.1.1 The internet (online). Any single offering of a course that is delivered through the internet may be further categorized as hybrid or online:

HYBRID: There is a mix of distance and face-to-face instruction, with at least 51% of the instruction online.

ONLINE: No required face-to-face meetings, delivery is all online.

30.§2.1.2 One way and two way transmissions through open broadcast, closed circuit, cable, microwave, broadband lines, fiber optics, satellite, or wireless communications devices.

30.§2.1.3 Audio conferencing.

30.§2.1.4 Video cassettes, DVDs, and CD-ROMs, if the videocassettes, DVDs or CD-ROMs are used in conjunction with any of the modalities listed in sections 30.§2.1.1 through 30.§2.1.3.

30.§2.2 **Open Learning** (Correspondence Education/Courses). Open Learning is defined as education provided through one or more courses by an institution under which the institution provides instructional materials, by mail or electronic transmission, including examinations on the materials, to students who are separated from the instructor. With open learning, interaction between the instructor and the student is not regular and substantive, and is primarily initiated by the student.

Correspondence courses are typically self-paced.

Correspondence education is not distance education.

Traditional classes and the use of technology to enhance or support instruction do not meet the definitions of distance education, open learning, or eLearning.

30.§3 **ACADEMIC FREEDOM**. Faculty members engaged in eLearning shall have academic freedom in discussing their subject. Individual faculty members should have the same responsibility for selecting, developing and presenting content or other materials in courses

offered through eLearning technologies that they have in those offered in traditional classroom settings.

30.§3.1 eLearning courses will be developed using a Western Michigan University instructional design process **which may include consultation with an Extended University Programs (EUP) Online Education instructional designer and will** and adhere to agreed upon course development, quality, and program standards established by the academic department and **in accordance with university-approved eLearning standards, provided that the standards are consistent with the provision of this Agreement.** ~~any departmental committees with consultation provided by Extended University Programs Online Education.~~ eLearning courses and course materials must be completely developed prior to enrollment. All eLearning courses must meet all copyright requirements, minimum technical standards, be compliant with all accessibility regulations, as well as align with federal, state, and accreditation standards for quality assurance.

30.§3.2 eLearning courses (or modifications thereof) shall comply with all of the standard procedures and criteria for eLearning including but not limited to, faculty involvement at the level of course development and approval, selection of qualified faculty to teach the course, pedagogical determinations about appropriate class size, copyright clearance, **of instructional material and resources**, and oversight of all final course offerings by the appropriate faculty ~~committee~~ to ensure conformity with previously established traditions of course quality and relevance to programs.

30.§3.3 Oversight by the faculty member's colleagues within the department or program shall be subject to the usual norms and responsibilities of supervision and oversight associated with the functions of the department or program.

30.§3.4 Assistance to faculty members in designing, developing, and assembling learning objects into eLearning courses, and additional services associated with eLearning courses, shall be provided by Extended University Programs. **Faculty will have access to An eLearning Resource Laboratory** ~~consisting of software and hardware used to develop learning objects supported will be provided to faculty~~ by Extended University Programs.

30.§4 **WORKING CONDITIONS.** Bargaining-unit faculty members shall be given preference over all non-bargaining unit personnel in the presentation and/or implementation of courses. **Faculty members** ~~They~~ shall not be required to teach eLearning courses **unless teaching eLearning courses is included in their letter of appointment.**

30.§4.1 Determination of class size for an eLearning course will be based on pedagogical and fiscal considerations.

30.§4.2 The initial course content development of an eLearning course usually takes three to six months prior to the course offering, and it may be spread over a year. Course content development often includes: development of a course storyboard outlining instructional strategies; learning outcome assessment methods; communication strategies and opportunities; test banks with feedback prompts; exercises and activities; design and development of learning objects; development of any supplemental learning activities and materials; establishing student expectations and implementing student

success/support strategies. **Extended University Programs** EUP courses where no course content development occurs are not eligible for the course development stipend.

30.§4.3 Faculty members who develop **(EUP)** fully online courses through Extended University Programs **that have been designated by their department chair, in consultation with Extended University Programs**, will receive a ~~three thousand dollar (\$3,000)~~ course development stipend **as described in Article 32.§11. An EUP online course will be developed in consultation with an EUP Online Educational instructional designer following university-approved eLearning standards, provided that the standards are consistent with the provisions of this Agreement.** The course development stipend will be paid in two equal installments. The first installment will be paid upon completion of developing a course storyboard with the support of an eLearning **EUP Online Educational** instructional designer. The second installment will be paid upon completion of the course development process, which includes consultation on **with an EUP Online Educational instructional designer on** pedagogy appropriate to eLearning, and after the course has met all copyright, accessibility, and technical requirements. A faculty member has the right to waive (in writing – via a letter of intent) all, or a portion of, the course development stipend.

30.§4.4 Joint course development of eLearning courses is encouraged and faculty members who jointly develop fully online courses will equally divide the course development stipend and intellectual and usage rights to the course, unless otherwise specified in a written agreement.

30.§4.5 A faculty member may develop an eLearning course if the faculty member's department chair has agreed to offer the course online. A faculty member's acceptance of the course development stipend grants Western Michigan University limited rights of usage of those materials **including** ~~The University retains~~ the rights to determine when the course will be offered and the means of delivery, and the faculty member retains the rights to the content and the use of the material as defined in 30.§5

30.§4.6 eLearning courses may be included as part of the faculty member's regular load, or may constitute an overload, or be a combination of both, as approved by department chair and college dean. Grades will be issued using normal University **policies and** procedures.

30.§5 INTELLECTUAL PROPERTY. **eLearning courses are subject to the terms noted in Article 43.§3 (Ownership Rights).** ~~Courses and course delivery shall not be recorded (audio or video taped or digitally captured) without prior knowledge and consent of the faculty member. Such recordings are not to be re-used without the written consent of the faculty member. Copyright of recordings of courses, course presentations, computer-assisted instructional content, course content developed, or other digital materials created by the faculty member(s), shall be owned by the faculty member(s), as in the case of traditional course material.~~

30.§5.1 The faculty member (or an appropriate faculty body) who develops course content for use in eLearning shall **(absent agreement as set forth in 30.§5.3)** exercise control over the future use, modification, and distribution of instructional material, and shall determine, **in consultation with the chair of the department using the course**, whether the material should be revised or withdrawn from use.

30.§5.2 If the Administration assigns a faculty member to teach an eLearning course that contains another Western Michigan University faculty member's copyrighted material, the Administration **must obtain written permission from** ~~shall inform~~ said Western Michigan University faculty member(s), who retains the rights set forth in the Agreement.

**30.§5.3 Extended University Programs and the faculty member may enter into an agreement that identifies ownership rights of the faculty member as set forth in 30.§5.1 and Western Michigan University. Such an agreement must be for specific material and voluntarily entered into the by faulty member.**