

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, **video, and web** 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 **face-to-face** 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.§4 WORKING CONDITIONS.

30.§4.1 ~~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~~ **WMUx and the Faculty Technology Center (FTC)**. Faculty will have access to software and hardware to develop learning objects supported by ~~Extended University Programs~~ **WMUx, the FTC, and Office of Information Technology (OIT)**.

30.§4.2 ~~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 to ensure conformity with previously established traditions of course quality and relevance to programs.

30.§4.3 Bargaining-unit faculty members shall be given preference over all non-bargaining unit personnel in the presentation and/or implementation of **eLearning** courses.

30.§4.4 ~~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.§4.5 ~~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.§4.6 Faculty members shall not be required to teach eLearning courses unless teaching eLearning courses is included in their letter of appointment.

30.§5 INTELLECTUAL PROPERTY. eLearning courses are subject to the terms noted in Article 43.§3 (Ownership rights).

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 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 **that they have agreed to share**, the Administration must obtain written permission from said Western Michigan University faculty member(s), who retains the rights set forth in the Agreement.

30.§5.3 ~~Extended University Programs~~ **The college, department/school, and/or WMUx** 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 by the faculty member.

30.§6 ONLINE COURSE DEVELOPMENT STIPEND PROGRAM

30.§6.1 ~~30.§4.3~~ **When designated by their respective chair, with approval by their dean, faculty who participate in the WMUx online course development process** ~~=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 course development stipend as described in Article 32.§911. ~~An EUP online~~ **A stipend-eligible** course will be developed in consultation with ~~an EUP Online Educational~~ **a WMUx** instructional designer following university-approved eLearning standards, provided that the standards are consistent with the provisions in 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 EUP Online~~ **a WMUx** instructional designer. The second installment will be paid upon completion of the course development process, which includes consultation with ~~an EUP Online Educational~~ **a WMUx** 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.§6.2 ~~30.§3.1~~ **Stipend-eligible** eLearning courses will be developed using a Western Michigan University instructional design process, which ~~may~~ includes consultation with ~~an Extended University Programs (EUP)~~ **a WMUx online Education I** instructional designer and will 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 provisions of this Agreement. 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.§6.3 ~~30.§4.1~~ Determination of class size for an **stipend-eligible** eLearning course will be based on pedagogical and fiscal considerations.

30.§6.4 ~~30.§4.2~~ The initial course content development of a **stipend-eligible** 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~~ ~~co~~ **Courses** where no course content development occurs are not eligible for the course development stipend.

30.§6.5 ~~30.§4.4~~ Joint course development of **stipend-eligible** eLearning courses is encouraged and faculty members who jointly develop fully online courses ~~will equally divide~~ **will share** the course development stipend and intellectual and usage rights to the course, unless otherwise specified in a written agreement.

30.§6.6 ~~30.§4.5~~ A faculty member may develop an **stipend-eligible** eLearning course if the faculty member's department chair **and dean (see 30.§6.1)** ~~have~~ **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 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. **Course shells and content will not be shared with other instructors unless permission is granted by the developing instructor(s).**

Tentative Agreement

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Date: July 1, 2021

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