



Know Your Rights!

Distance/Distributed Instruction

The Collective Bargaining Agreement recognizes that the development (or significant revision) of a Distance/Distributed Instruction (D/DL) 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 content. **You cannot be required to develop a D/DL course.**

Should you choose to do so, **you have the right to receive compensation in one of two forms for the initial development of a D/DL course** (workload equivalency for significant revision of a D/DL course may be specified in the academic unit or regional campus handbook):

- Faculty who initially develop a course for D/DL instruction may elect to receive a workload equivalency appropriate to the scope and nature of the project, but of at least three (3) credit hours unless specified otherwise in the academic unit or regional campus handbook (CBA, Article XX, Section 5.A.1.a, p. 75).
- Alternatively, a Faculty member who initially develops a course for D/DL instruction may elect to receive a *one-time cash payment*, payment to be made upon completion of the development of the course. The amount of the cash payment shall be agree to by the Faculty member and the Associate Vice President, Information Services or Office of the Regional Campus Dean, as appropriate, prior to the undertaking of the development of the course. (CBA, Article XX, Section 5.A.2, p. 75).

Currently, the Administration is requesting that Faculty who develop D/DL courses sign a boilerplate agreement form that erroneously suggests that a Faculty member 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 D/DL course under CBA XX.5.A.**

- 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 XIX, Section 4.A and 4.B.1, p. 71).
- 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.

If you believe that you have not been appropriately compensated for developing or significantly revising a D/DL course or that your intellectual property rights have been infringed, contact AAUP-KSU (330-673-9118) to discuss filing a grievance.