

# Distance/Distributed Learning Agreement

\_\_\_\_\_  
*Faculty Member's Name*

This Agreement confirms the understanding between the participating faculty member and the University related to the following electronically purveyed course:

\_\_\_\_\_  
(Course Title)

\_\_\_\_\_  
(Dept. Course #)

The course will be developed during \_\_\_\_\_ (semester/term and year). The faculty member's signature (below) indicates understanding and acceptance of the terms of this agreement. The Chairperson and Dean's signatures indicate awareness, academic and financial support of the terms of the agreement.

This Agreement specifically pertains to the following aspect of the above-referenced course (select one):

Development of the course in DL format

Extensive Revision of the course in DL format

Select *one* Type:

**Type I – Independent Faculty Effort** – Faculty member retains copyright privileges and exclusive responsibilities associated with copyright. The work is made in the course of a faculty member's normal duties. The faculty member has the right to determine the disposition of such work and receives any net proceeds derived from such work. The University is not held responsible for any opinions expressed in the work nor for any direct, indirect, special, or consequential damages resulting from the creation or exploitation of the property.

**Type II – Joint Effort** – Both faculty member and University contribute resources and jointly own the final resulting work. Ownership and net proceeds, if any, are split as follows:

% ownership/net proceeds for the University

% ownership/net proceeds for the faculty member

**Type III – Compilation** – Faculty member retains copyright for material he/she owns and contributes to the final work. Faculty member grants a non-exclusive, royalty-free license to the University to use his/her contribution. While the University shall own the rights to the compilation, it shall own no rights beyond said license. Net proceeds, if any, are split as follows:

% net proceeds for the University

% net proceeds for the faculty member

**Type IV – University-Sponsored Effort** – University sponsors the work and retains copyright privileges and responsibilities, as well as net proceeds. Faculty member may use original material that he/she contributed in any appropriate scholarly enterprise, such as a conference, article, or book.

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Faculty Member's Name (please print)

As compensation for development, the faculty member will receive the following (select one option):

(\$ amount) a flat fee/one-time cash payment, as agreed to by the faculty member, the department chair, College or Regional Campus Dean as appropriate; paid upon completion

(# of credit hours) workload equivalency of at least three hours during the term of development/revision, as agreed to by the faculty member, the department chair, College or Regional Campus Dean as appropriate.

In the event of collaboration, an appropriate distribution of the payment option will be determined prior to the development/revision activity. Please indicate the name(s) of additional faculty members if this will be a collaborative effort:

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The University may offer the faculty member the right to teach the course when Type II, III or IV is selected. However, if the faculty member does not teach the course, the University may select another instructor.

In instances of succeeding teaching for Type I, II, III, or IV, the faculty member is expected to maintain the course and will be provided with appropriate technical support.

This agreement does not preclude other faculty from developing their own Web-based versions of the course.

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Faculty Signature

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Date

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Department Chair, School Director  
(as appropriate)

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Print Name

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Date

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College or Regional Campus Dean (as appropriate)

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Print Name

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Date

*NOTE: Compensation for teaching under any type of agreement shall be the same as for traditional courses, including provisions for heavy enrollment as specified in the academic unit or campus handbook. Teaching shall be part of the faculty member's workload or compensated at an overload rate specified in the applicable Collective Bargaining Agreement.*

After the appropriate signatures have been obtained from the department and regional campus, please route to the Office of Continuing and Distance Education. OCDE will copy and distribute the agreement as follows:

Distribution:

Faculty Member  
Department/School  
Regional Campus  
College Dean  
Exec. Dir. Education Technologies

Exec. Dir. Continuing and Distance Education  
University Counsel  
AAUP-KSU Office  
Associate Provost for Faculty Affairs