

ARTICLE 20
DISTANCE AND DISTRIBUTED LEARNING

Section 1. Definitions

The University and the Akron-AAUP recognize that advances in technology may allow for the development of technologically innovative methods of instruction that enhance accessibility to learning and may increase enrollments. The terms "Distance Education" or "Distance Learning" or "Distributed Learning" as used herein refer to instruction where the teacher and the student are separated geographically so that face-to-face communication is absent; communication is accomplished instead by one or more technological media, and may be either synchronous or asynchronous. Distance education may employ correspondence study, or audio, video, or computer technologies now known or hereafter developed, utilized to teach any distance or distributed learning course originating from or sponsored by the University. "Course" refers to any class offered for credit or non-credit. This includes, but is not limited to, both distance education classroom courses and online courses.

External marketing or use of distance or distributed learning materials shall be governed under Article 19 Intellectual Property of this Agreement.

Section 2. Control of the Curriculum

- A. No member of the bargaining unit shall be required to participate in distance education courses or programs without adequate preparation and training, as determined by the University, and without prior approval of such courses obtained through the curriculum review process. Bargaining unit faculty teaching distance education or distributed learning courses will be provided training and will be required to attend training consistent with the needs of the bargaining unit faculty member and the nature of the technology.
- B. Methods of presentation and course materials are to be under the control of the bargaining unit faculty member assigned to develop and/or teach the distance education course. Review and coordination by the bargaining unit member's colleagues or academic unit chair within the department or program shall be subject to the usual norms and responsibilities of review and coordination associated with the functions of the department. All distributed learning and distance education courses shall utilize the University approved standardized interface to facilitate uniformity for the transfer of learning, unless otherwise mutually agreed between the University and bargaining unit member.
- C. Individual bargaining unit faculty should have the same responsibility for selecting and presenting materials in courses offered through distance education technologies that they have in those offered in traditional

classroom settings. For team-taught or interdisciplinary courses and programs, the bargaining unit faculty involved should share this responsibility.

- D. Distance education or distributed learning courses (or modifications thereto) shall:
 - 1. Receive prior approval through the curriculum review process; and
 - 2. Comply with all of the standard practices, procedures, and criteria that have been established for traditional in-the-classroom courses, except as set forth below.

Section 3. Instructional Issues

- A. Determination of class size for a distance education class should be based on pedagogical considerations. Limits on the size of each class shall be based on the goals and mission of the academic unit as determined by the bargaining unit faculty member and the academic unit chair and approved by the dean of the college.
- B. In the development of courses for electronic delivery, academic units shall give the right of first refusal to bargaining unit faculty within the unit consistent with the nature of the course and the qualifications and technical expertise of bargaining unit faculty. This does not, however, preclude other bargaining unit faculty or external constituents from developing courses for electronic delivery.
- C. Subject to the provisions of the Management Rights (Article 3), the University shall provide technology, software, equipment, and personnel. Further, the University shall provide the required training consistent with the needs of the bargaining unit faculty member and the nature of the technology. In addition, the University shall maintain all equipment reasonably necessary for the development and delivery of distance education in accord with University approved technologies.
- D. The parties recognize the value and importance of distance and distributed learning when appropriately used by the institution and those it serves. In that regard, the parties encourage the development of distance and distributed learning courses or programs as provided for in Article 16 (Compensation) and in this Article. It is not the intent of the University to use distance education technology to permanently reduce, eliminate, or consolidate fulltime bargaining unit positions at the University.