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The Right Flier

The Newsletter of AAUP-WSU

Volume 14, Number 2
2013-2014

Editors: Marty Kich and Linda Farmer

DON'T Sign a Contract to Develop an Online Course without First Reading and Understanding This Article!

This article *does not* relate to online courses that you are teaching as part of your regular load or as a standard overload. It *does* relate to contracts that may be offered to you to develop materials for an online course or program that provide a stipend as compensation for the extra work.

To be clear, under the current CBAs, no one representing the administration can compel you to sign such a contract, and the union cannot prevent you from signing such a contract even if we think that some of its provisions are not in your best interests or in the best interests of the faculty as a whole.

But the negotiating teams representing both the administration and the union will review all contracts related to such stipends to insure that they do not violate other provisions of the CBAs, most notably the provision that faculty receive equitable compensation for their work. In simple terms, if two faculty members in the same college or the same department (or comparable colleges or departments) seem to be doing essentially the same work, we want to insure that they receive essentially the same compensation.

Beyond your understanding of what is involved in that review, we would like to make, and for you to consider very seriously, the following recommendations regarding these sorts of contracts:

We recommend that there be a stipulation in every contract that the faculty member retains ownership of his or her intellectual property—that he or she *not* transfer those rights to the university.

We recommend that the contracts not be open-ended—that they *not*, in effect, extend into perpetuity—but, instead, that they be for terms of five to seven years. In this way, the university will

receive a good return on its investment, but faculty will prevent material from being used long after it has become dated. Indeed, even if the material has not become dated, it seems unlikely that the technical aspects of online course delivery will remain relatively unchanged for more than five to seven years. So there seems to be little benefit to either the administration or the faculty member to seek an agreement beyond that sort of term. Moreover, all contracts can, of course, be renegotiated when they are due to expire or when circumstances seem to both sides to warrant a revision.

We recommend that the faculty member retain the right of first refusal to teach all courses that he or she has developed.

We recommend that if a faculty member is unable to teach a course that he or she has developed, he or she allow another bargaining unit faculty member to teach it, without any additional compensation for having developed it. But if the faculty member assigned to teach the course in the place of the faculty member who has developed it is an adjunct faculty member, we recommend that the contract should stipulate that the developer of the course will receive some sort of royalty for that use of his or her intellectual property. There are several reasons for this recommendation. First, we do not wish to be complicit in or to encourage our members to be complicit in the further economic exploitation of adjunct faculty. Second, this practice would amount to the “unbundling” of faculty responsibilities for economic, rather than pedagogical, reasons, and studies have shown that this sort of “unbundling” typically reduces the quality of instruction—the level of student engagement and learning. So we would like to reduce, at least to some degree, the economic incentives for having a well-paid faculty member develop a course that a poorly paid faculty member then delivers with little input into the pedagogical approach or the course content.

We recommend that each contract contain a provision that prohibits the university from selling the course materials to an external vendor or provider who will be contracting to deliver courses to Wright State students. We think that although such a contract would almost certainly materially benefit the individual faculty member, it will severely undermine the ability of the faculty as a whole to maintain primary responsibility for and a degree of control over the curriculum.

Finally, we recommend that a faculty member *not* sign any contract before he or she thoroughly understands all of its provisions. The Executive Committee is willing to review all contracts and to make recommendations to the faculty members regarding the provisions of those contracts.

As we review these contracts, we may have further recommendations to make to the membership as a whole, which we will communicate through another newsletter article or an e-mail.

If you have any questions about any aspects of this issue, please feel free to contact me or any other member of the Executive Committee. Our contact information is on the AAUP-WSU website (which is available through the faculty resources page on the university’s web site and, alternatively, will come up first in a Google search for “AAUP-WSU”), and if you have never visited the chapter website, this is as good a time as any for you to become familiar with it.

Marty Kich
President, AAUP-WSU