



Wilkes University

Online Learning Administration Manual

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Glossary of Terms

Accessibility – Section 504 of the Rehabilitation Act of 1973 prohibits discrimination based on disability in any program or activity operated by recipients of federal funds. Section 508 requires schools and colleges to ensure that the technology they use is fully accessible and will afford a person with a disability the opportunity to acquire the same information, engage in the same interactions, and enjoy the same services as a person without a disability in an equally effective and integrated manner, substantially equivalent ease of use. The person with a disability must be able to obtain the information as fully, equally and independently as a person without a disability, with or without the use of reasonable accommodation, including common and up to date auxiliary aids.

Course access – The ability to log into, view and possibly edit or post to various components of an online course. Levels or types of access can be further defined by what an individual with access can see or do when in the online course, such as instructor access, student access, guest access, and system administrator to name a few. Levels of access have different permissions associated with them granting various amounts of functionality.

Course developer – An individual who uses systematic methodology and instructional theory to create online content for learners in the University’s learning management system that allows them to develop proficiency in a skill or gain knowledge about a given topic. This course can be created by a faculty member or as a “work made by hire.” The course developer may or may not be the primary course instructor (Bossier Parish CC, n.d.). The course developer may also be referred to as the Subject Matter Expert (SME) or Author (in contractual language).

Copyright owner – The course developer owns the copyright to the pedagogical materials developed in the course of teaching duties using resources ordinarily available to all or most members of the University. The University shall be the owner of all copyrights when the pedagogical materials are created as a specific requirement of employment or performed as “work for hire” or were created with extraordinary or substantial use of University resources (Pilch, 2014; Wilkes University, 2012).

Courseware – Digital instructional content that is created to support the delivery of an online course through the University Learning Management System for educational purposes. This digital content includes instructional materials, assessments, and other personalized learning support material that provides an integrated online learning experience and is equipped for replication across multiple sections of the same course (Courseware in Context, n.d.).

Distance education – Distance Education refers to any mode of instruction in which there is a separation, in time or place, between the instructor and student. The federal Department of



Education's eligibility regulations, 34 CFR 600.2, define two types of distance education: 1) correspondence courses (including some courses offered on video cassettes), and 2) telecommunications courses offered via television, audio or computer (including the Internet).

Hybrid/blended course – Courses offered in a blended format with one or more required face-to-face class sessions and with one or more required online sessions. These courses offer the same semester credit hours as traditional semester-length classes. Hybrid courses may also be in an accelerated format with the course length spanning less than the traditional semester. Contact time may be satisfied through several means, which can include but is not limited to the following, web-based synchronous meetings using tele- and/or video-conferencing software at times scheduled in advance by the faculty member, academic engagement through interactive tutorials, video lectures, online chats, group discussions moderated by faculty, virtual study/group projects, engaging with class peers, and computer tutorials graded and reviewed by faculty. Low residency courses and programs also fall into this category.

Instructional designer (ID) - a person who creates educational materials and delivers training content in a variety of settings. An instructional designer (ID) collaborates with a Course Developer/SME to design learning experiences to best deliver the content and achieve the learning outcomes desired through the application of principles of adult learning theory, best practices in distance learning research and instructional systems design.

Intellectual property – Intellectual property refers to creations of the mind such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce. Intellectual property rights fall into two primary areas: copyright (e.g., literary works, music, art) and industrial property (e.g., trademarks, patents, trade secrets). The purpose of assigning rights to intellectual property is to encourage innovation and creativity, and to protect the rights of authors. The concept of intellectual property serves to: foster the creation of intellectual properties of the best possible quality in order to further the academic mission of higher education; foster the dissemination of new knowledge and the maintenance of high academic standards; provide incentive for faculty, staff, and students to fully participate in the use and creation of intellectual properties; and support the concept that the ownership of intellectual property rights is not necessarily an all-or-nothing proposition (CETUS, n.d.; Udermann, 2017).

Learning management system (LMS) – An application, typically a website, within which all aspects of an online course are held, documented and tracked, including content delivery, learning, communication, assessment, and evaluation.



Online academic record – Any materials in the LMS directly associated with a student during the completion of an online course, including assignment submissions, discussion postings, their grades and feedback, and asynchronous online communication.

Online course – Courses offered entirely online without regard to face-to-face meetings. Students are expected to be academically engaged with comparable learning outcomes of a standard lecture course with alternate delivery methods. Contact time is satisfied through several means, which can include but is not limited to the following: a) web-based synchronous meetings using tele- and/or video-conferencing software at times scheduled in advance by the faculty member; b) academic engagement through interactive tutorials, video lectures, online chats, group discussions moderated by faculty, virtual study/group projects, engaging with class peers and computer tutorials graded and reviewed by faculty.

Online asynchronous course – A course offered entirely online that does not have any scheduled times when students and faculty simultaneously interact in a live, real-time session.

Online synchronous course – A course offered entirely online, but has at least one scheduled time when students and instructor must be logged in to attend a live, real-time class session, typically utilizing web conferencing software.

Regular and substantive interaction – This describes intentional interaction between faculty and students in the online environment and explicitly excludes that which is “wholly optional or initiated primarily by the student.” Other *excluded* behaviors include:

- Computer-generated feedback on objective assessments
- Recorded webinars, videos, and reading materials if the course design materials did not require the students to watch the webinars and then interact with an instructor.
- Contact with mentoring staff who are not directly providing instruction on the course’s subject matter.

Rather, regular and substantive interaction should be clearly articulated at the College/School or Department level for faculty and student expectations for engagement in the online environment and may include activities such as: submitting an academic assignment; taking an exam, an interactive tutorial, or computer-assisted instruction; attending a study group that was assigned by the institution; contributing to an academic online discussion; and initiating contact with a faculty member to ask a question about the academic subject studied in the course (Davis, 2017).

University systems - University systems include software licensed through IT and/or OTTL. Some examples of this software, as of January 2019, include (but is not limited to): D2L/Brightspace (learning management system), Panopto (media management system), TurnItIn (plagiarism detection software), and Lockdown Browser (cheating prevention software).



Systems not licensed by IT and/or OTTL, but rather pursued by individual faculty, departments, colleges/schools, etc., are considered *non-University systems*.

University resources: Use of university resources may be used as a factor to determine ownership of work or materials developed during employment.

Ordinary university resources – Ordinary or standard resources could include, but are not limited to, things such as limited secretarial or staff support, use of typical library resources where special fees are not incurred, incidental or average use of laboratories or studios, employee-issued computer and office space, other resources commonly available to all faculty and staff.

Substantial university resources – Substantial university resources imply the investment of *more than the usual* whether that be in terms of staff support, laboratory or other campus facility use, or additional fees to purchase extra materials, equipment, software, etc. Substantial University resources often also includes the use of staff resources to support the project. As a result, it is necessary for the University and the Author to project and agree upon such resources prior to commencement of the project.

Work for hire – Section 101 of the Copyright Act (title 17 of the *U.S. Code*) defines a “work made for hire” in two parts: a) work prepared by an employee within the scope of his or her employment; or b) work specially ordered or commissioned for use as:

a contribution to a collective work; a part of a motion picture or other audiovisual work; a translation; a supplementary work; a compilation; an instructional text; a test; answer material for a test; an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire (U.S. Copyright Office, 2012).



Introduction

Wilkes University is committed to providing high quality online educational experiences to all students. This manual presents the University-wide practices and expectations related to the administration of online learning. This information will inform the University community in an effort to support online education in such a way that is consistent with the Wilkes mission, vision, and core values. The manual will also offer faculty and course developers necessary information related to maximizing the teaching and learning process in the online environment, from course design through to content delivery. Best practice research insists that creating a common understanding of university operations and expectations related to online learning is essential to optimizing the learning experience for students. A glossary to support a common understanding of terminology is provided.

The primary purpose of this manual is the articulation of practices and procedures from a University-wide lens for supporting online learning operations in the following categories: Ownership, Access and Evaluation, Curriculum Management, Compliance and Faculty Development. Full time and adjunct faculty should refer to a similar manual at the College/School or Departmental level and consult with the Office of Technology for Teaching and Learning (OTTL) for more detailed expectations related to course design and pedagogical practice in the online classroom. The policies and practices set forth in this manual refer to operations within University-supported platforms (eg. Brightspace/D2L, Panopto). When departments and individual faculty use applications and systems other than University-supported ones, internal support services may not be able to assist to the fullest extent. A summarized framework of operations related to online learning and the primary responsibility of oversight is provided in Appendix A. For more extensive technological and pedagogical support, refer to Office of Technology for Teaching and Learning (OTTL). The Office of Technology for Teaching and Learning will maintain responsibility for reviewing and making revisions to the practices and procedures set forth in this manual every three years.



Chapter 1: Ownership

Ownership of courseware in the online environment can occur in the following ways:

- a) Faculty/course developer maintains ownership,
- b) University maintains ownership,
- c) Shared ownership between the University and the course developer.

The intended form of ownership should be determined prior to course development and clearly articulated in the contracted work for hire.

Faculty/Course Developer Ownership

Faculty or the course developer can create online courseware with or without the assistance of OTTL in the absence of a course development contract, in which case all ownership, access, and rights to this material are retained by the developer and/or faculty member. An exclusion to sole ownership of the courseware may occur when substantial University resources are used for course development.

Faculty/Course Developer Work for Hire

When commissioned by the University as work for hire (see Appendix B), faculty and/or course developer must create online courseware in collaboration with OTTL such that one of the following occur in the work for hire agreement:

- a) The University purchases and retains all rights to courseware, regardless of ongoing/future active employment at the University.
- b) The University and the developer share ownership and rights to the developed courseware.

Compensation

Compensation for course development under contract as work for hire must be determined at College/Department level prior to course development. Compensation must occur in one of two ways for online course development:

- 1. Additional monetary payment articulated in a contract sum or;
- 2. Credits towards faculty load articulated in a contract and subsequently loaded for the faculty/developer in a given semester.

Timelines and benchmarks for the completion of work for hire are articulated and agreed upon at the College/Department level in conjunction with OTTL and further detailed in the signed contract (see Appendix B) prior to the start of course development.

Faculty Departure

In the event of departure from the University, the course developer/faculty owns the copyright to the curricular materials developed in the course of teaching duties using resources



ordinarily available to all or most members of the University. However, the University shall be the owner of all copyrights when the curricular materials are created as a specific requirement of employment or performed as “work for hire” or were created with substantial use of University resources.



Chapter 2: Access and Evaluation

Access to Wilkes University online courses is generally restricted to the course instructor and students officially enrolled in the course. The addition or removal of students outside of the normal registration process will be facilitated by OTTL after documented approval by the appropriate department chairperson and/or dean. However, occasionally there are instances when other individuals may need access to a course. This section describes reasons for and types of access that may be granted as well as a process for granting such permission.

Types of Online Course Access

Upon completing the development of courseware commissioned by the University, the general categories for access to the online materials include ongoing access or time bound access. Access to a course is established in collaboration with OTTL, the course developer/assigned faculty, and the administrator of the program in which the course exists.

Ongoing Course Access. This form of course access is continuous and permanent, unless removed by OTTL at the request of the course developer/assigned faculty and in collaboration with the program administrator in which the course exists. An individual with this form of access can review courseware before, during, or after a course has been delivered. The specific content viewable by an individual is established through OTTL and the available permission designations. OTTL has ongoing access to all courseware created in University owned courses and housed on the learning management system.

Time-bound Course Access. This form of course access exists for a designated period of time. The decision on how long access will be granted is established between OTTL, the course developer/assigned faculty, and the administrator of the program in which the course exists. Time bound access can be granted for specific content or all courseware developed within a course.

Accessing Full-time Faculty Online Courses

Whether a program administrator maintains ongoing access or time bound access to a full-time faculty active online course is determined at the program level and made clear to course instructors prior to teaching an online course. Gaining access to the course is accomplished through OTTL and in cooperation with the full-time faculty member.

Accessing Adjunct Faculty Online Courses

Whether a program administrator maintains ongoing access or time bound access to an adjunct faculty active online course is determined at the program level and made clear to course instructors prior to teaching an online course. Gaining access to the course is accomplished through OTTL and in cooperation with the adjunct faculty member.



Purpose for Obtaining Online Course Access

There are situations that require an individual other than the course instructor to obtain access to an online course. This may occur prior to the start of a course, during the teaching of a course, or after a course has concluded. At all possible times, a course instructor will be notified prior to an individual gaining access to an active online course.

Academic oversight. A program administrator may require ongoing or time bound access to a course for the purpose of academic oversight, including adjunct supervision. This may include ongoing access for general oversight during an academic semester or time bound access for the purpose of performing an instructor evaluation. In all instances when a course is being reviewed for the purpose of instructor evaluation, the instructor will be notified by the program administrator prior to the evaluation. All instructor evaluations shall be conducted in such a way that is aligned with the current Faculty Handbook and other existing program level evaluation policies/procedures.

Accessing courseware. Courseware developed as work for hire for the University is retained by the University (see Ownership). This courseware may be accessed by OTTL or the program administrator at any time when a course is not active. Reasons to access courseware may include, but are not limited to: curriculum review, program evaluation, accreditation review, or course replication for teaching assignments.

Accessing online academic record. Courses may be accessed by OTTL or the program administrator to access a student academic record. An example of course access in this category is a grade appeal investigation. OTTL works with the department chair, program administrator, or dean to provide access to the needed course components.

Legal investigation. Online courseware may be accessed by OTTL, the program administrator, deans, or members of the provost's office for the purpose of an official investigation. This may include reasons such as violations of university policy or academic violations, such as plagiarism. OTTL works with the requestor to provide access to needed courses for the specified period of time to complete the necessary investigation.

Process for Requesting Access

To obtain access to a course, the person requesting access should email OTTL with the course(s) for which they are requesting access (including the term, CRN, subject code, course number, and section code), the dates for which they are requesting access, the purpose for accessing the course, and the material of the course they intend to access. The person requesting the access should copy the department chairperson or dean and the facilitator of the course. In rare circumstances requiring confidentiality, there may be deviation from this process.

Instructors also have the ability to add/remove individuals from their courses without the support of OTTL. This can be done in lieu of contacting OTTL for access. If the instructor needs assistance with adding individuals to the course, he or she may contact OTTL.



Chapter 3: Curriculum Management

Expectations for Use of University Technology Resources

The University provides a variety of educational technology resources to support the teaching and learning process in both the regular classroom and the online environment. Some of these systems and tools include the following:

- Learning management system - D2L Brightspace
- Video content management - Panopto
- Academic integrity tools - Turnitin, LockDown Browser, and Proctor Now
- Quiz tool - Respondus

Additional tools are added and vendors change periodically. Please contact OTTL or visit the website (<https://wilkes.edu/ottl>) for updated information on available resources.

The University is committed to providing high quality educational technology tools to meet a variety of stakeholder needs and technological requirements. All faculty are encouraged to maximize the use of these tools. Information Technology Services (ITS) and/or OTTL are trained on the Wilkes-provided systems and have access to additional support services when needed. When departments and individual faculty use applications and systems other than University-supported ones, these support offices may not be able to assist to the fullest extent. Additionally, if the University has not vetted the tools, there is no assurance of compatibility within the Wilkes technological framework. Tools not vetted by Wilkes also may not meet various compliance requirements. When situations arise and Wilkes-supported tools cannot meet programmatic needs, program leaders should consult with both ITS and OTTL to identify an alternative solution or to create a plan to procure new tools or systems.

Managing Online Curriculum Content

Managing course content can be approached in two ways. The Master Copy (MC) approach is typically used when courses are developed as “work for hire” or when it is desired for multiple sections of the same course and content to be active in a semester. In the MC approach, courses are created as the parent and then copied to all sections using the same curriculum and design. Alternatively, individual courses can be developed in one semester and then copied to subsequent offerings of the course.

Most online programs and courses created under contract are managed via the MC approach. This approach allows a program to set specific standards for course design, organization, assessment, etc. and ensure they are maintained throughout all sections of a course and the program. The MC approach also allows OTTL and program directors an efficient way to manage the most current version of the course and update future courses without impacting current offerings. Courses developed outside of the MC approach most often use the most recent offering as the parent version and copy the content to upcoming course sections.



It is essential for developers, faculty and/or program leaders to identify a revision cycle for curriculum updating. At times, courses may require updating outside of the planned revision cycle because of changes such as textbooks, available resources, course links, and technology tools. Depending on program needs, contractual agreements, faculty/course developer skills in D2L, and date requirements, the OTTL provides various levels of support in the curriculum update process. In general, OTTL will be responsible for changes when significant portions of the content are revised and/or there are course structural changes, which may require the creation of a new master copy.

Online Course Section Changes

When the Master Copy approach is utilized by a program, individual instructors are generally not permitted to make changes to their course section without approval of the program director or chair. However, programs often set specific criteria around what can be changed within individual course sections. When changes are permitted in individual sections, they will not be maintained or made to the master copy of the course without approval from the program director or lead faculty over the course. Instructors of courses they did not develop are strongly encouraged to discuss this issue with their program director.

Archiving Curriculum Content

When curriculum and course content has been significantly updated, the old version of the course is archived and a new master copy is created. This allows program leaders to have a consistent history of course versions for the purpose of accreditation, assessment, or otherwise. Similarly, if faculty want to capture a version history of their personally developed courses, OTTL can help them with creating a strategy for archiving and version control. Only the current master copy of a course is used to populate content for upcoming course offerings. Archived versions of master copies are typically renamed to include “Archived” in the title, but may still be viewable and editable to faculty. For this reason, it is important that faculty do not make changes to archived versions. When archived courses are removed from dashboard, editing rights can be restored at any time should the need arise.



Chapter 4: Compliance

Accessibility

Institutions receiving Title IV federal funding are required to meet all legal mandates through regulations, statutes and policy at the federal, state and local level, where applicable, pertaining to accessibility. Regulations and statutes that may have an impact on course development and delivery are Section 508 of the Federal Rehabilitation Act of 1973, Title II and III of the Americans with Disabilities Act, and Section 255 Guidelines of the Communications Act of 1934. Beyond compliance with laws and regulations, ensuring accessibility is a best practice to support all learners. Web accessibility compliance applies whether or not a student has self-identified as having a documented disability or not, and applies to *all public facing web content*.

Components of a course that generally require attention for accessibility compliance include, but are not limited to, documents, images, font colors and style, table formatting, and video and audio files. General guidelines for online accessibility are provided below. Faculty are strongly encouraged to collaborate with OTTL for assistance with ensuring accessible content for their online courses or faculty/course web pages.

- All course components must be readable by screen readers, which requires documents to be saved in accessible formats, images to have alternative text and tables to have proper formatting for rows and columns. Keep in mind screen readers cannot read words within an image, so these are to be avoided.
- Videos should have captions included and audio files should have a transcript. Faculty are strongly encouraged to utilize Panopto for video recordings, so that captions can be automatically added once the video is complete. Contact OTTL for assistance with captioning your videos. Panopto provides free speech to text captions, but editing to improve accuracy is essential. Higher quality captioning services are available for courses with identified students where nearly 100% accuracy is required.
- Other essential elements include: sufficient color contrast between background and font, avoidance of blinking or flashing text or images, and avoidance the use of color as a recognition factor.

Additional resources and more detailed explanations of regulations and policies can be found at:

- ADA compliance: the U.S. Department of Justice ADA Home Page at <http://www.ada.gov/>
- Section 508 Accessibility - <https://www.section508.gov/manage/laws-and-policies>
- Web usability: <http://www.usability.gov/> and <https://webaim.org/>



- WebAIM developed a [WCAG 2.0 checklist](#) to assist people with implementation of the technical requirements.

One way to help ensure that courses meet accessibility requirements is to follow principles of Universal Design. Principles of Universal Design for Learning (UDL) provide a framework that helps ensure that teaching and learning are optimized for all students. UDL considers instructional goals, content, assessment, and methods and how each can be customized to meet individual student needs. Faculty are encouraged to read more about UDL at the [Center for Applied Special Technology](#), [Universal Design for Learning - Implementation and Research Network](#) and the [University of Washington Center for Universal Design in Education](#) then discuss your ideas or questions with an instructional designer in OTTL.

Curriculum Copyright

Faculty should ensure items added to any course comply with copyright regulations. Regulations regarding copyright and “fair use” are different for online courses than for face-to-face. Faculty are encouraged to visit the Wilkes University Copyright [Libguide](#) for guidance on these regulations. The online [Copyright Clearance Center](#) is available to secure the copyright in situations when Wilkes does not have copyright permissions through other subscription channels.

State Authorization

State authorization refers to the rights of states to regulate the operations of any higher education institution that chooses to do business or operate in a state other than their home state. The concept of “doing business or operating” varies from state to state. Higher education institutions that enroll students from other states or send students to other states for internships, residencies, clinicals, and other similar activities are required to demonstrate that they have received authorization from any other state where they may be doing business, as defined by the non-home state. The National Council for State Authorization Reciprocity Agreements (NC-SARA) was created as a pathway to facilitate basic state authorization reciprocity between states and institutions that join and agree to the covered regulated activities, process for oversight, and reporting requirements.

NC-SARA applies to distance education activity conducted across state lines including limited activities that may take place on-ground for short periods of time, such as clinicals, internships, residencies, etc. In addition, SARA provides for certain limitations related to supervised field experiences. SARA *does not apply* to or cover on-ground campuses, fully on-ground course activity, administrative centers in other states, and similar types of activity. SARA also does not apply to and has no effect on professional licensure regulations. Institutions are required to meet all requirements and regulations promulgated by professional licensing boards or agencies in any state from which they enroll students in programs leading to such licensure.



Wilkes University is a member of NC-SARA, which covers the following activity:

- Enrolling online (distance education) students from other member states;
- Field trips;
- Supervised field experiences under the following conditions:
 - Contracts for field experiences must comply with the provisions of SARA;
 - Cannot exceed more than 10 students from an individual academic program placed simultaneously at one clinical or practicum site unless pre-approved by the SARA portal agency;
 - Institution obtains professional licensure board/agency approval, as is required;
 - Institution complies with any other federal or state laws that could affect student placement, including but not limited to workers compensation and secretary of state regulations;
- Short courses or seminars less than 20 classroom hours in one six-month period;
 - Regular term courses with physical meetings are limited to no more than two meetings totaling less than six hours;
- Offerings on military bases;
- Hybrid programs with limitations;
- Dual credit courses that result in college credit or some kind of postsecondary award/certificate;
- One-on-one in-person tutoring;
- Independent study fieldwork for thesis or dissertation or other activity not part of a supervised field experience;
- Advertising to students through print, billboard, direct mail, internet, radio, television and other media;
- Maintaining a server or similar electronic device;
- Having faculty (full-time or adjunct), mentors, tutors, recruiters or other academic personnel working from home or another non-institutional site;
- Holding proctored exams;
- Having contractual or consortium agreements for procurement or course offerings.

These activities are allowed as long as they do not exceed the limits set forth by NC-SARA that would trigger physical presence in another state. The NC-SARA Policy Manual provides additional details and examples of the above allowances for clarification and understanding available on the website at <http://www.nc-sara.org/>. Member institutions are responsible for maintaining compliance with all NC-SARA policies at all times. School, college, and program leaders are encouraged to contact the Director of OTTL with questions related to NC-SARA. Communication related to these regulations is essential when considering new programs and any curriculum design implications on our compliance.



Credit Hour Requirements

Higher education institutions must comply with federal, state, and regional accreditation definitions for meeting credit hours requirements. However, slight differences exist in the definition of the credit hour.

The U.S. Department of Education defines “credit hour” as:

“... an amount of work represented in intended learning outcomes and verified by evidence of student achievement that is an institutionally established equivalency that reasonably approximates not less than:

- (1) One hour of classroom or direct faculty instruction and a minimum of two hours of out-of-class student work for approximately fifteen weeks for one semester or trimester hour of credit, or ten to twelve weeks for one quarter hour of credit, or the equivalent amount of work over a different amount of time; or,
- (2) At least an equivalent amount of work as required in paragraph (1) of this definition for other academic activities as established by the institution, including laboratory work, internships, practica, studio work, and other academic work leading to the award of credit hours.”

The credit hour is defined by the U.S. Department of Education as a basic institutional measure of the level of instruction and academic rigor that establishes eligibility for federal funding. The Carnegie unit, represented in point (1) above, has served as the traditional unit of measure, but the Department also recognizes that institutions are developing other measures of educational content and credit equivalency. The purpose of the credit hour policy is to ensure that credit hour measures are reasonably equivalent regardless of how institutions award credit hours to courses and programs in various modes of instruction and teaching and learning formats. The Middle States Commission on Higher Education expects all candidate and accredited institutions to demonstrate that they use acceptable and consistent methods for assigning credit hours to all courses and programs of study.

Semester Credit Hour or Semester Hour

A semester hour must include at least 30 clock hours of instruction (Source: 34 CFR 668.8). The actual amount of academic work that goes into a single semester credit hour is often calculated as follows: (Source: USNEI)

- One lecture, seminar, or discussion credit hour represents 1 hour per week of scheduled class/seminar time and 2 hours of student preparation time. Most lecture and seminar courses are awarded 3 credit hours. Over an entire semester, this formula represents at least 45 hours of class time and 90 hours of student preparation.
- One laboratory credit hour represents 1 hour per week of lecture or discussion time plus 1-2 hours per week of scheduled supervised or independent laboratory work, and 2 hours



of student preparation time. Most laboratory courses are awarded up to 4 credit hours. For a laboratory course earning 3 credit hours, this formula represents at least 45 hours of class time, between 45 and 90 hours of laboratory time, and 90 hours of student preparation per semester.

- One practice credit hour (supervised clinical rounds, visual or performing art studio, supervised student teaching, field work, etc.) represents 3-4 hours per week of supervised and/or independent practice. This in turn represents between 45 and 60 hours of work per semester. Blocks of 3 practice credit hours, which equate to a studio or practice course, represent between 135 and 180 total hours of academic work per semester.
- Internship or apprenticeship credit hours are determined by negotiation between the supervising faculty and the work supervisor at the cooperating site, both of whom must judge and certify different aspects of the student's work. The credit formula is similar to that for practice credit.

PA Department of Education on Credit Hour Requirements

The Pennsylvania State Board of Education has established regulations that are intended to ensure minimum standards of quality in higher education and for the orderly implementation of higher education in the Commonwealth of Pennsylvania. The Pennsylvania Department of Education (PDE) is charged with implementing those regulations and providing oversight in their compliance. To that end, PDE establishes this policy to promote understanding of and compliance with the State Board of Education regulations in order to ensure quality and to facilitate transferability in awarding college credit throughout the Commonwealth.

The following salient points should be noted:

- 1) All academic degree granting institutions, regardless of charter or degree granting authority, must ensure compliance with State Board of Education regulations. This policy relates to 22 Pa. Code Chapter 31, §§ 31.21-31.22. Moreover, these sections of Chapter 31 have recently completed regulatory review and should be reviewed for compliance under the new language. (Please refer to the specific language online at www.pacode.com, 'Browse', select 'Title 22 Education', then refer to the relevant chapter and sections.
- 2) At § 31.21, one college semester credit is defined as 14 hours of classroom instruction and one college quarter credit is defined as 10 hours of classroom instruction. A three-credit semester-based course, for example, would need to meet for 42 hours of rigorous college classroom instruction over the semester. A three-credit quarter-based course would need to meet for 30 hours of rigorous college classroom instruction over one quarter.
- 3) The regulations are not framed in terms of minutes and PDE does not accept compliance in terms of minutes. Courses must be scheduled for the correct number of hours per credit



awarded. For example, even if a 15-minute break is taken, a three-hour seminar should be scheduled for a full three hours from 2pm to 5pm, not 2pm to 4:45pm.

4) At § 31.22, the academic calendar requirements state that the hours of classroom instruction cannot be calculated to include exams (i.e., final exams), holidays and registration. A typical semester course meets for 14 weeks of instruction, so a typical three semester credit class must be scheduled for 42 hours of instruction over a 14 week period, after which the final exam may be given in the 15th week. Moreover, the scheduled weeks of class may not include holidays. If a holiday is observed and class cancelled, a make up for the hours lost must be scheduled to ensure that students are offered the required hours of classroom instruction. For example, all classes scheduled for Thursdays that are cancelled due to Thanksgiving must have make up time scheduled.

5) Both § 35.23 and § 31.22 allow for "innovative calendar arrangements", such as accelerated, weekend, summer session, Winterim or other formats alternative to the 14 week semester. Therefore, for example, if an institution wishes to offer an accelerated course, the total required number of hours of instruction per credit would need to be fit into a shorter calendar period. The total number of hours of classroom instruction required for the amount of credit awarded the course would not change.

6) § 31.21 allows for determining activities that are "the equivalent" of classroom instruction. For example, if the course is offered in part via online technology, such as WebCT or Blackboard, then the faculty as a whole need to agree upon criteria for determining what online activities constitute the equivalent of classroom instruction for uniform implementation across the institution. Establishing such criteria across the institution and identifying the number of hours each activity would represent as equivalent to instruction will help ensure that the amount of credit awarded per course complies with Pennsylvania regulations.

To identify high quality curricular content that is the equivalent of classroom instruction, the following should be considered. The activities that are the equivalent of classroom instruction would best be:

- directly related to the objectives of the course/program,
- be measurable for grading purposes,
- have the direct oversight or supervision of the faculty member teaching the course, and
- in some form be the equivalent of an activity conducted in the classroom.

The equivalent content should not be:

- homework assignments,



- ‘time spent’, that is, a calculation based on the amount of time the student spends accomplishing a task

In addition to the Registrar or other administrator setting the academic calendar, each academic administrator and faculty member writing syllabi and planning for classes should be aware of these regulatory requirements. Adherence to these regulations should enhance the quality and rigor of higher education across Pennsylvania institutions and ease transferability of credit and courses as needed by students.

Wilkes University Credit Hour Policies

Each course at the University is assigned a specific number of credits. For example, History (HST) 101 is a three-credit course, and Mathematics (MTH) 111 is a four-credit course. In most cases, credits assigned to a particular course are determined according to the number of hours per week that the class meets; credits may also be defined by the number of hours that the class meets per semester. During the course of the semester, a credit hour is equivalent to:

- 15 hours of classroom contact, plus appropriate outside preparation (30 hours); OR
- 30 hours of supervised laboratory work, plus appropriate outside preparation; OR
- 45 hours of internship or clinical experience; OR
- a combination of the foregoing.

Length of Semester: 14 weeks of classes, excluding final examination periods and vacations.

Credit hour: 1 credit hour = 50 minutes of lecture or recitation per week (along with two hours of out of class activities) or 2 or more hours of laboratory per week throughout the semester.

Laboratory: *Courses with a focus on experimental/experiential learning where in the student performs substantive work in a laboratory or studio setting.* The minimum contact time per credit is 1680 minutes or 2 hours per week for the length of a regular semester.

Independent study/research: *Courses offered as directed studies with approval and supervision of faculty member.* Student(s) meet periodically as agreed upon during the duration of the course. Semester hour credit awarded must be comparable in scope, content, academic rigor and student study time as courses offered in lecture format.

Internships, practicum, clinical, field/cooperative experience, externships: *Courses developed for experiential and hands-on learning involving off-site placement.* Employers work collaboratively with the appropriate university staff or faculty to develop outcomes, learning experiences, and expectations in order for students to meet credit level requirements. Such credit is awarded at the rate of 45 hours per credit.

Accelerated Courses: *Courses offered in sessions less than a traditional 15-week semester.*



These courses offer the same semester credit hours as traditional semester-length classes. Within the shortened time frame, accelerated courses must meet the minimum contact hour requirements of the lecture format. In the event that courses do not meet the expected contact hour requirements, credit can be awarded for equivalent instructional activities, which can include but are not limited to online videos, online discussions or chats, quizzes and/or exams, article summaries, case analyses, online group activities, etc.

Online: *Courses offered entirely online without regard to face-to-face meetings.* Students are expected to be academically engaged with comparable learning outcomes to a standard lecture course with alternate delivery methods. Contact time is satisfied through several means, which can include but is not limited to the following: a) web-based synchronous meetings using tele- and/or video-conferencing software at times scheduled in advance by the faculty member; b) academic engagement through interactive tutorials, video lectures, online chats, group discussions moderated by faculty, virtual study/group projects, engaging with class peers and computer tutorials graded and reviewed by faculty.

Hybrid: *Courses offered in a blended format with one or more required face-to-face class sessions and with one or more required online sessions.* These courses offer the same semester credit hours as traditional semester-length classes. Hybrid courses may also be in an accelerated format with the course length spanning less than the traditional semester. Contact time may be satisfied through several means, which can include but is not limited to the following, web-based synchronous meetings using tele- and/or video-conferencing software at times scheduled in advance by the faculty member, academic engagement through interactive tutorials, video lectures, online chats, group discussions moderated by faculty, virtual study/group projects, engaging with class peers, and computer tutorials graded and reviewed by faculty. Low residency courses and programs also fall into this category.



Chapter 5: Faculty Development

Course Development Support Services

There are two pathways for developing an online course: Under contract as “work for hire” or individual development.

Development Under Contract - “Work for hire”. This is a collaborative process between the developer (subject matter expert [SME]), often a faculty member, and an instructional designer from OTTL. This is a Work for Hire process whereby the faculty member will receive compensation for the final course product and the instructional designer provides significant course development support.

Fully online programs that are offered or planned to be offered at scale often follow a contractual process for course development to ensure consistency across course sections. The academic department and OTTL collaborate to develop general requirements and standards for courses organization, to develop a standard set of course resources, and minimum course expectations, among other program-specific details. Faculty developers are identified by the department and then paired with an instructional designer. Courses are then developed according to a roll-out schedule provided by the department and articulated in the contract.

Individual faculty members interested in developing an online course should contact the director of OTTL for consultation. This initial meeting will explore: the time frame, expectations, intellectual property options, etc. OTTL requires approval by the department chair, dean, and provost prior to commencement of the development process for individual course developments where compensation is desired. Work for Hire agreements must be solidified prior to the start of the development process.

Once approval is granted, the director of OTTL meets with the faculty member to review development expectations, timelines, forms, and templates that will be utilized during the process. The faculty developer then will meet with the assigned instructional designer for a planning meeting to discuss ideas for learning activities, options for interactivity, infusing technology, and identify course content needs, such as Open Educational Resources, copyrighted material, and media (images, video, etc.). In addition, they focus on the alignment of the objectives, activities, and assessments.

The following outlines the steps in the development process for courses developed under contract:

1. Course approved for contracted online development (chair, dean, provost)
2. Initial meeting held between OTTL and SME
3. Development timeline established between OTTL and SME
4. Contract issued by OTTL
5. Course development planning and analysis begins between SME and Instructional Designer (ID)



6. SME and ID work collaboratively to design and develop course and install in D2L according to timeline in Exhibit A of contract
7. SME submits all remaining content and course materials
8. ID completes installation of materials
9. SME reviews course for any final edits, corrections, etc.
10. ID completes all revisions and edits
11. Chair or program director reviews final course for approval/completion
12. Upon approval, the contract is closed and payment requested

There are several documents and forms that are utilized during the course development process. These include:

The Course Outcomes Grid - This form provides an overview of the course and ensures that the course to be developed has strong alignment between the learning outcomes, content, activities, and assessments. All developers are encouraged to complete the outcomes grid; however, this is required for Work for Hire courses.

Module Template - Utilized primarily during contracted course development, this template provides a structure for the developer as he/she is writing the course content. It helps to ensure courses are well organized and follow a logical and consistent progression as well as include all the necessary components for engagement and assessment.

Student Load Calculator - All courses that do not meet completely face-to-face are expected to demonstrate equivalent instructional time for how the credit hour contact time is met as part of the University's compliance requirements for accreditation. The Student Load Calculator allows the developer to clearly demonstrate how the required number of hours will be met by listing all the activities of the course and the estimated time to complete them. The calculator tallies the estimated time spent to show equivalent instructional time spent on the course in the online or out-of-class experience.

Minimum Online Course Expectations - This document outlines the minimum expectations of what should be included in a developed online course, such as what should be included in the syllabus, components that should be included in course materials, and laws that require compliance.

OSCQR (Open SUNY Course Quality Review) Rubric - A rubric designed by the State University of New York measuring the quality of the design of an online course. This rubric is available at <https://oscqr.org/>.

Individual Development. The second pathway for course development is individual. The course developer organizes, creates, and uploads learning materials into the learning management system mostly on his or her own without much assistance of an instructional designer. OTTL will provide some basic training and support, but the majority of the work is completed by the developer/faculty member. Upon request, OTTL will also review and provide



feedback related to course design for courses not developed under contract. There is no compensation provided with this approach.

Technology Training & Support

University Systems. OTTL provides support to all University faculty on University systems, regardless of whether or not they are developing or teaching a course that is written under a contract in which the University maintains partial or complete ownership. This includes training on features of the software, providing information regarding processes of the software, and troubleshooting issues encountered while using the software.

Non-University Systems. While OTTL will make every effort to assist faculty with any support inquiries for non-University systems, this is not always possible, for reasons including but not limited to: access restrictions, license restrictions, unfamiliarity with third-party systems, technical constraints, and lack of content-based knowledge if use of the system requires knowledge of the discipline. OTTL encourages all academic departments and faculty members to check with OTTL prior to adopting new technologies in their programs and/or courses.

Training and Workshops. OTTL provides training opportunities, in both face-to-face and online formats, announced through their section of the University's website, social media, the Announcements section of the learning management system, Today @ Wilkes announcements, and emails to the faculty distribution list. OTTL also provides one-on-one training to faculty upon request. These training opportunities are open to all faculty. Topics cover a wide range of teaching and learning tools and strategies, including, but not limited to: all University systems (the LMS, video tools, Turnitin, etc.), best practices for facilitating an online course (FLO course), and student engagement tools and strategies. Academic departments may also contact OTTL to set up training sessions specific to the needs of their department's faculty, which may serve as documented faculty development for those that have accreditation requirements.

Resource Repository. OTTL maintains a repository of resources on the University's website (<https://www.wilkes.edu/ottl>), with categories that include teaching, learning, facilitating online courses, recommendations for tools, applications, and sites to integrate into online courses. OTTL also promotes selected articles and resources through its social media outlets.

OTTL also encourages faculty to share resources for inclusion on the website and social media. While OTTL maintains this repository of resources that assist instructors in the development and instruction of online and technology-enhanced courses, they do not maintain resources that may be integrated into specific subject matter. It is recommended that academic departments maintain their own repository of resources specific to their discipline.



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Appendix A: Online Learning Operational Framework

Wilkes University Online Learning Administration Structure

	University Wide	School/College/ Departmental Level
Ownership of Content	- Establish operational definitions of key terminology - University wide contract driven process - Contract variations: Full university ownership vs. shared ownership - Remuneration: By contract payment vs. credit loading - Faculty departure	
Access/ Evaluation to Courses	- Ongoing vs. time bound access and by whom - Full-time vs. part-time/adjunct - Purpose for access - Courseware vs. Online academic record - Legal investigation - Faculty Handbook Alignment	- Ongoing vs. time bound access and by whom - Full-time vs. part-time/adjunct - Purpose for access - Teaching observation - Grade appeals - Curriculum review - Faculty Handbook Alignment
Curriculum Management	- University wide system & integration expectations - Compliance reviews - Accessibility/Compliance s/Curriculum Copyright - State authorization - Archiving content - Credit hour requirements	- Course development assignments - OTTL Communication - Curriculum review process - Content reviews/revisions - Master copy updates
Faculty Development	- OTTL provides university wide support & development opportunities - Courseware development/templates/design	- Course design - Course delivery/online pedagogy - Expectations/function within the LMS



	• OTTL to develop system of housing/sharing school/department level generated resources	• Targeted training/training requirements
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Appendix B: Course Development Contracts

SAMPLE ONLINE COURSE DEVELOPMENT AGREEMENT

Wilkes Employee

This Online Course Development Agreement (the “**Agreement**”) is made as of this 11th day of Month, Year (the “**Effective Date**”), by and among Wilkes University, a nonprofit institution of higher education (“**University**”), and AUTHOR NAME , adult individual (“**Author**”). University and Author shall be individually referred to herein as a “**Party**“, and collectively as the “**Parties**”.

WHEREAS, University desires to increase its e-learning programs by creating course materials for delivery to students via various electronic means; and

WHEREAS, Author desires to produce the desired e-learning course materials for the University under the terms and conditions of this Agreement.

NOW, THEREFORE, based on the foregoing premises and the mutual promises contained in this Agreement, and intending to be legally bound, the Parties hereby agree as follows:

1. Creation of the Work.

1.1 The Work. Author shall develop, create and produce the educational course content and materials (including, without limitation, all illustrations, charts, graphs, syllabi, handouts and reference lists in connection therewith) described in the attached Exhibit A (the “**Work**”). Exhibit A is fully incorporated into and made a part of the Agreement by this reference. Author will comply with the University’s standard policies and procedures in completing the Work. Specifically, the Author agrees to create the course under the supervision and at the direction of a University representative following a formal instructional design process.

1.2 Training. Upon the University’s request, the Author will participate in course content development training sponsored by the University (the “**Training**”).

1.3 Supplies. The Author shall be responsible for furnishing all tools, equipment, materials and supplies needed to complete the Work unless otherwise agreed to by the Parties.

1.4 Delivery. The Author shall complete and deliver the Work to the University according to the schedule deadlines in Exhibit A (the “**Due Dates**”), with a final completion date of XXXXX . If Author fails to deliver the Work by 5:00 p.m. on the Due Date, the University will have the right to immediately terminate this Agreement upon notice to Author. Upon such



termination, the University shall have no obligation to pay the Author the Development Fee (as defined below), and the Author shall promptly refund to the University any amounts or other resources advanced to the Author in connection with the Work.

1.5 *Acceptance.* Upon receipt of the Work, the University shall have five (5) calendar days to review the same to determine if the Work meets the requirements set forth in this Agreement, Exhibit A and the University's standard policies and procedures. If the University's Provost, Deans or Chairs determines that the Work is acceptable, the University will so notify Author. If the University's Provost, Deans or Chairs determine that the Work is unacceptable, the University will notify the Author specifying the reasons for such rejection in reasonable detail. The Author shall then have five (5) calendar days to modify the Work after which the University will re-conduct the review. If the University determines that the Work is still unacceptable, the University shall have the option of either: (i) repeating the procedure set forth above; or (ii) terminating this Agreement upon written notice to the Author. Upon such termination, the University shall have no obligation to pay the Author the Development Fee, and the Author shall promptly refund to the University any amounts or other resources advanced to the Author in connection with the Work.

2. **Work Product.**

2.1 *Author Property.* Prior to commencing the Work, the Author shall identify to the University in writing any information or other materials owned by or licensed to the Author that will be useful or necessary to the Work ("**Author Property**"). Author shall own all right, title and interest in and to Author Property.

2.2 *Ownership of Course Materials.* The Parties acknowledge and agree that the content and related materials, notes, documentation, recommendations, and all rights therein (including, without limitation, copyright), conceived or made by the Author in connection with the Work, whether preliminary or final, and on whatever media rendered, and all derivatives thereof (collectively the "**Work Product**"), belong to and shall be the sole and exclusive property of the Author.

2.3 *Ownership of the Course.* The Parties acknowledge and agree that the course, as defined in Exhibit A, is the property of the University. The University may offer the course, or multiple sections of the course, with or without the Author's Work Product, without payment of any royalties, fees, residuals, or payment of any kind to the Author.



2.4 *Grant of Use.* The Author hereby grants to the University, a perpetual, royalty-free, paid up, non-exclusive license to use the Work Product and all Course materials for its educational purposes. Due to the particular requirements of an online program, this license specifically includes the right to have the course taught by others and to modify and/or amend the syllabus or the Work materials as it deems necessary. The Author will be appropriately acknowledged as the developer of the Work. Nothing in this Agreement is to be construed as prohibiting the Author from developing similar Works or using the Course materials in their research and teaching.

2.5 *Third Party Works.* The Work shall be original in that Author has compiled and developed the Work solely for the University. If Author uses or incorporates third-party ideas or works, Author shall acknowledge the source and give appropriate credit and citation of works using appropriate general academic standards for citations. Except as otherwise permissible under the Copyright Act of 1976, if Author incorporates or discloses any third-party works into the Work, Author agrees that he or she will attempt to obtain all rights, licenses, consents and permissions necessary for the University to use and/or publish such third-party work consistent with this Section 2 and will file such documentation with the University at the time the Work is delivered to the University. The University will assist Author in obtaining third-party consent when necessary.

3. **CONSIDERATION.** Upon receipt and acceptance of the Work, the University shall pay Author a one-time fee of \$_XXXX_ (the “**Development Fee**”) in consideration thereof. The Development Fee shall be the only amount that the University is obligated to pay Author hereunder. The Development Fee shall constitute income from employment reportable on IRS Form W2, and shall be subject to normal payroll deductions for income tax, social security tax and any other payroll taxes, as required by applicable law. University shall deduct from the Development Fee the required income tax, social security tax and any other payroll taxes required by applicable law.

4. **Warranties.** Author represents and warrants that (i) Author shall perform the Work in a competent and professional manner and in compliance with all applicable laws and regulations; (ii) neither the performance of Author’s obligations hereunder nor this Agreement conflicts with or violates any other obligation that Author has or may have; (iii) the Work will conform to the specifications set forth in Exhibit A; (iv) the Work does not infringe, violate or misappropriate any third party copyright or other intellectual property, proprietary or personal right, or contain any defamatory, scandalous, libelous, or unlawful matter or material; (v) Author has title and sole rights to the Work and has the full right, power and authority to enter into this Agreement



and perform his or her obligations hereunder; and (vi) the Work is original to Author and contains accurate and current information.

5. Indemnification. Author agrees to indemnify, defend and hold harmless the University and its directors, officers, employees, agents, representatives and licensees, from and against the full amount of any and all claims, actions, counterclaims, suits, damages, losses, judgments and expenses (including, without limitation, reasonable attorneys' fees and expenses, reasonable out-of-pocket expenses and court costs) arising from or related to any claim that the Work (i) infringes, violates or misappropriates any third party copyright or other intellectual property, proprietary or personal right; or (ii) contains any scandalous, libelous, or unlawful matter. The University shall have the right to approve any settlement that imposes obligations upon the University other than the payment of money. In all events, the University shall have the right to participate in the defense and settlement of any such suit or proceeding through counsel of its own choosing. The University shall have the right to withhold any sums due Author hereunder until such claim or suit has been settled or withdrawn.

6. Confidential Information.

6.1 Defined. As used herein, “**Confidential Information**” means non-public information, in any form or medium, disclosed or provided to the Author by the University. The terms of this Agreement shall be considered Confidential Information.

6.2 Non-Disclosure. Author shall use Confidential Information only for the purposes of performing the Work, and shall not use, disclose, sell, license, publish, reproduce or otherwise make Confidential Information available to any third party without the University’s prior written consent. The Author agrees to take reasonable measures, consistent with those taken to protect his or her own confidential information, and in no event less than commercially reasonable steps, to protect Confidential Information against disclosures in violation of this Agreement.

6.3 Ownership. Confidential Information is and shall remain the property of University. By disclosing Confidential Information to Author, the University does not grant any express or implied rights or license to Author therein or thereto.

6.4 Survival. The covenants of confidentiality set forth in this Agreement (i) will apply after the Effective Date to all Confidential Information disclosed to the Author before and after the Effective Date, and (ii) will continue and must be maintained from the Effective Date through the expiration or termination hereof and for a period of seven (7) years thereafter. Nothing herein shall be deemed to have any effect on the protections afforded the University under any



applicable trade secret law, or other law that purports to protect the confidentiality of the University's information.

7. Term; Termination.

7.1 Term. This Agreement shall commence upon the Effective Date and continue until the University accepts or rejects the Work in accordance with Section 1.5 hereof, unless terminated earlier as provided herein (the “**Term**”).

7.2 Termination. Except as otherwise provided in the Agreement, if a Party fails to perform or observe any material term or condition of this Agreement and such failure is not remedied within 15 calendar days after receipt of written notice thereof from the non-breaching Party, the non-breaching Party may immediately terminate this Agreement. Time is of the essence and in the event that Author does not complete the Work and deliver the same to the University on or before the Due Date, then the University may terminate this Agreement in accordance with Section 1.4.

7.3 Obligations. Upon Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, the Author shall promptly return to the University or destroy all (i) Confidential Information and Work Product (whether completed or not) in its possession, including all copies, extracts, summaries and portions thereof, on whatever media rendered or provided; and (ii) all files, media, documentation, supplies and other materials owned or provided by the University.

8. Relationship of the Parties. Author acknowledges that Author is a full-time or part-time employee of the University, and that the Work is being performed as an additional duty, not included in his or her regular full-time or part-time responsibilities, for the consideration set forth in this Agreement. The Author shall be responsible for his or her own means and methods of performing the Work hereunder. The Author shall not have the right or authority (express or implied), nor hold him or herself out as having the right or authority, to assume, create or incur any liabilities or obligations on behalf of or in the name of the University, or to bind the University in any manner whatsoever, in the course of the Work.

9. Miscellaneous.

9.1 Assignment. The Author shall not assign this Agreement, in whole or in part, without the prior written consent of the University. Any attempted assignment in violation hereof shall be null and void. The Author may retain subcontractors to assist Author in completing the Work,



provided however, that Author identify the subcontractors to the University, demonstrate subcontractor qualifications, and remain solely responsible to the University for the performance of all of Author's obligations hereunder and for the acts or omissions of any such subcontractors.

9.2 *Equitable Relief.* Either party may terminate this contract within one (1) working days' notice.

9.3 *Notices.* All written notices required under this Agreement shall be in writing and sent by personal delivery, registered or certified mail, overnight delivery service, postage prepaid, interoffice mail, email or by facsimile with confirmed transmission, addressed as follows:

If to Author: Name:
 Address:
 Phone:
 Fax:
 email:

If to University: Wilkes University
 Office of the Provost
 84 West South Street
 Wilkes-Barre, PA 18766

And
 Wilkes University
 Vice President for Finance & General Counsel
 84 West South Street
 Wilkes-Barre, PA 18766

Either Party may change its address for receiving notice by written notice given to the other Party. All notices shall be effective upon the earlier of actual delivery or three (3) calendar days after deposit in the mail addressed as set forth above.

9.4 *Governing Law and Forum.* This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. Any lawsuit or legal proceeding brought pursuant to this Agreement shall be exclusively brought in federal or state court in Wilkes-Barre, Pennsylvania, and the Parties consent to the personal and subject matter jurisdiction of such courts.



9.5 *Headings.* The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.6 *Severability.* The covenants set forth in this Agreement shall be considered and construed as separate and independent covenants. Should any part or provision of this Agreement or any covenant herein be held invalid, illegal or unenforceable in any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions and covenants shall not in any way be affected or impaired thereby.

9.7 *Survival.* Any provision that by its nature or express terms is not capable of being fully performed prior to the expiration or termination of this Agreement shall survive any termination or expiration of this Agreement, including, without limitation, Sections 2 and 5 hereof.

9.8 *Compliance with Immigration Reform and Control Act of 1986.* Author warrants that it is in full compliance with the Immigration Reform and Control Act of 1986 (IRCA), and that throughout the term of this agreement, it will continue to be in full compliance. In addition, Author warrants that it will meet an even higher standard by undertaking social security verification for all employees and subcontractors. Author agrees that it will undertake whichever verification process is the most convenient to the Author, and that the Author will continue to undertake these verifications throughout the term of this contract.

9.8 *No Waiver.* Neither Party shall be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving Party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

9.9 *Entire Agreement.* This Agreement, including the Exhibits referenced herein and attached hereto, constitutes the entire agreement between University and Author with respect to the transactions contemplated hereby and supersedes any and all prior written agreements, oral discussions, or understanding between them with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by the Party to be charged therewith.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Author:



By:
Date:

Wilkes University

By:
Title: Senior VP and Provost
Date:

**EXHIBIT A
DESCRIPTION OF THE WORK**

1. Author shall develop contents for the following online course:

2. Author shall adhere to the following development and submission timeline:

Date	Deliverable or Activity

*A complete module generally consists of the following items:

- Module objectives or goals with introduction and topics;
- Sufficient original course content as well as any external reading assignments and list of supplementary resources; content generally includes a full written narrative on the topics and may include some video/audio recordings with or without PowerPoint slides;
- Discussion prompts with detailed instructions and rubrics, if using;
- Assignments with detailed instructions and rubrics, where relevant, may also include quizzes/exams;
- Alternative text for any images or graphic elements;
- Sufficient and properly formatted references or citations, as appropriate;
- Any other activities that students will complete during that module or preparation for future activities that they should be thinking about or working on now.

In addition, all items should be submitted in accessible formats in order to meet federal ADA compliance regulations. Video and audio recordings should be captioned or at least have a transcript. Please work with the OTTL staff to determine process for captions.



Appendix C: Recommended School/Department Manual Outline

Online Learning Faculty Manual: Course Design & Delivery Expectations School of XXX

*Note: This outline is intended to align with the University's framework and practices for administering high quality education in the online environment. The recommended structure for College/School/Departmental development was an outcome of a task force formed to support online education across the University.

The purpose of this manual is to supplement the Wilkes University Faculty Handbook and to support faculty who develop and/or deliver online courses. In order to maximize student learning in the online environment, best practice research recommends creating clear guidelines and expectations for both course design and course delivery. Ensuring the rigor and quality of online courses directly supports the University's mission and vision to provide exceptional educational experiences through individualized attention, exceptional teaching, scholarship, and academic excellence.

Faculty Development for Online Learning

Course Design Guidelines

The design of an online course should maintain consistency in pertinent areas both within a School/Department and across the University. As each School/Department develops a framework for online course design, the following should be considered as potential elements of an online course requiring clear articulation and consistency in the development process. This list for consideration is not exhaustive:

- Syllabus details
- Course overview and introduction
- Learning objectives
- Assessment of learning objectives
- Instructional materials, both variety and alignment to learning outcomes/assessment
- Opportunities for learner interaction and engagement
- Use of technology and general content structure/organization
- Accessibility and usability of all course content

Best practice frameworks for online course design provided by OTTL or organizations such as Quality Matters or the Online Learning Consortium can offer further guidance with the most effective way to develop high quality and rigorous online courses.



Course Delivery Guidelines

Define and describe expectations for faculty teaching in the online environment, including but not limited to:

- Online classroom management
- Effective use of technology and the LMS
- Communication
- Engagement/regular and substantive interaction
- Assessment and feedback

Training Opportunities and Requirements

Online Curriculum Management

Course Development Assignments

Define and describe how online course development assignments occur in your School/Department

Using the University Learning Management System

Resources and expectations for use

A Process for Updating Online Curriculum Content

A Process for Archiving Curriculum Content

OTTL's Roles/Services

Expectations for utilizing the OTTL in the curriculum management process

Online Curriculum Reviews

Define and describe the online curriculum review process

Master copy maintenance

Access and Evaluation

Types of Online Course Access

Ongoing Course Access

Time bound Course Access

Accessing Full-time Faculty Online Courses

Define and describe guidelines for obtaining course access

Accessing Adjunct Faculty Online Courses

Define and describe guidelines for obtaining course access

Purpose for Obtaining Online Course Access

Teaching observations

Accessing online academic record/Grade appeals

Curriculum review

Aligning with Faculty Handbook (ie. Faculty evaluations)



Suggested Support Materials

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