**Written Agreement for Development of Distance Learning Materials with Substantial Support from**

**Bowling Green State University**

**PURPOSE**

The purpose of this written agreement is to establish mutual understanding of the terms and conditions for the development or substantial revision of distance learning materials in exchange for substantial University support.

**DESCRIPTION OF DISTANCE LEARNING MATERIALS**

The Bargaining Unit Faculty Member (BUFM) will create or revise the following distance learning materials *(Please provide proposed course title and number)*:

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| --- |
| test |

Please describe the nature of the work that will be completed by the BUFM, including deliverables:

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| --- |
| test |

The distance learning materials will be completed according to the following timeline:

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**DESCRIPTION OF SUBSTANTIAL SUPPORT**

The parties agree as follows:

The BUFM has met with the Chair/Director (or designee) where the BUFM’s primary appointment resides and they agree the BUFM will use substantial support from the University to create or substantially revise the distance learning materials described above.

Please provide a detailed description (check all that apply) for each of the following types of **substantial support** that will be received by the BUFM, including the source of said support. Note that substantial support means University financial support in the form of money, facilities, professional technical support services, graduate assistant support, or release time that exceeds the norm for a BUFM’s usual assignment or salary. Substantial support does not include ordinary library services, administrative support, or computer network support.

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| --- | --- | --- |
|  | Designated technical assistance (such as audio-visual department personnel or a qualified graduate assistant, to assist development of an online course). **Describe nature of assistance:**   |  | | --- | |  | |
|  | Provision of specialized software purchased for a particular project**. Describe software:**   |  | | --- | |  | |
|  | Provision of release time. **Describe nature of release time:**   |  | | --- | |  | |
|  | Provision of other compensation. **Describe nature of compensation:**   |  | | --- | |  | |
|  | Describe or list any additional University resources used in the creation of the distance learning materials that qualify as **substantial support**:   |  | | --- | |  | |

***You may attach additional materials*** *(e.g., letters describing the nature and source(s) of substantial support) and write “see attached” in the boxes above.*

**OWNERSHIP RIGHTS / ATTRIBUTION**

Unless indicated otherwise below, the BUFM and the University will have undivided co-equal ownership of the materials developed under this agreement.

*If the BUFM and the University agree otherwise, please describe the agreed-upon ownership:*

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Unless the BUFM and the University agree otherwise, any royalties earned from the commercialization of distance learning materials are equally divided between the BUFM and the University, as described in CBA Article 25 (Sections 2.6.2.2. and 4.9).

*If the BUFM and the University agree otherwise, please describe the agreed-upon division of royalties: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Time Limit on Agreement**

The terms of this agreement shall apply in perpetuity, unless specified below:

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**Control of Content.** The BUFM shall have full control over the substantive and intellectual content of the distance learning materials and any derivative works (e.g., open access environments such as Scholar Works, Creative Commons, etc.) while employed at BGSU. As with the preparation of any other scholarly or creative works, the BUFM shall be expected to deliver accurate and current information.

*Please describe any deviations from this standard below*:

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**Priority to Teach.** BUFMs shall have continuing opportunities to teach the distance learning version of the course developed under the terms of this agreement, subject to the BUFM’s availability and interest and to the program’s teaching needs, as determined by the chair/director.

**Attribution.** The BUFM shall be entitled to receive full credit as the named author or principal developer of all copies of the materials prepared by or authorized by BGSU. The BUFM has the right to determine the nature of the attribution, or to remove their name from any copies of the course materials made or authorized by BGSU. In the event the BUFM elects to remove their name from copies of the course materials made or authorized by BGSU, they shall give reasonable notice in writing to BGSU.

**Chair/Director signature**

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| --- | --- |
| Name: |  |
| Department/School: |  |
| Signature: |  |
| Date: |  |

**Bargaining Unit Faculty Member signature:**

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| --- | --- |
| Name: |  |
| Department/School: |  |
| Signature: |  |
| Date: |  |

**Dean signature:**

|  |  |
| --- | --- |
| Name: |  |
| College: |  |
| Signature: |  |
| Date: |  |

**Provost or designee signature:**

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| --- | --- |
| Name: |  |
| Title: |  |
| Signature: |  |
| Date: |  |

*Copies of this signed agreement will be kept on file at the Department and College, which will function as the office of record. Signed copies will also be provided to the BUFM, the Chair/Director, the Dean, eCampus, the Provost and the BGSU-FA.*

*R:\DeanBalzer\VPFASI\Successor Contract #3\Bargaining Issues\Issue 15 (Distance Learning) - FINAL version of substantial support form - approved by BGSUFA outside counsel and BGSU Office of General Counsel March 1, 2019.DOCX*