

DATE

Instructor
Department
[Email](#)

Dear Instructor Name:

Thank you for agreeing to develop an online course for use in the College of Liberal Arts and Sciences' Online Programs. You will be paid \$XXXX for this work. You are expected to develop this course during the time period of **PLACEHOLDER (Dates will be first day of classes for the semester and last day of the month for that semester)**. You will be paid for work done during these dates on **monthly overload payments** that are dependent upon meeting the completion benchmarks throughout the period of work. This letter is to provide you with information about our expectations for developing the course, completion benchmarks, and the intellectual property rights concerning the course.

You have agreed to fully develop the following course into an [insert length and format] **online course:**

DEPT XXX: Course Title (3 credit hours)

Course Description.

This course is expected to be ready for teaching by **SEMESTER**.

Responsibilities: You must work with the Jayhawk Global Center for Online and Distance Learning (JG-CODL) to construct the course using the course template designed for the online program, in the semester format as indicated above. The course will reside in and be delivered through the University's designated learning management system (i.e., Canvas). Online course standards and guidelines will be provided by JG-CODL. Based on a full-semester development timeline, you will be expected to make weekly development progress in accordance with these standards and guidelines for the course to which you have been assigned. If the development timeline is accelerated (e.g., summer development) demonstrated progress may also be accelerated.

Upon course development completion, JG-CODL will review your course using the Quality Matters (QM) rubric. The report will be made available to you, your department chair and the Dean's Office. If revisions are required, you must resubmit the course for a subsequent review. Your course must meet all Jayhawk Global, HLC and federal standards and requirements before it can be offered to students. Once the online course meets Jayhawk Global and the College's approval, your online course development work will be complete, and your appointment will end. Failure to make adequate progress as determined by JG-CODL may be grounds for termination of your appointment and the stoppage of the monthly overload payments for this work. If you received a course release to complete this work and fail to complete it in the contracted time above, you will have to teach an additional course within one year of this agreement to maintain your

allocated effort of teaching specified in your faculty position description. Future course development opportunities depend upon your performance.

Development Expectations: Typically, development of a new online course takes approximately 200 hours of dedicated work, of which at least 40 hours are spent working with the course design team in JG-CODL. Courses that need to be redesigned will require less time. Therefore, to ensure the course is of the highest quality and completed on time, you should have your initial meeting with JG-CODL within one week of the beginning of your appointment. Expect to have weekly one-hour meetings with your assigned instructional designer along with four to five hours of course development work per week outside of these meetings.

In accordance with federal law, online courses must adhere to [regular and substantive interaction](#) (RSI) guidelines; JG-CODL will help ensure your course design complies with this regulation.

[Insert Completion Date Calendar Here]

Per the development timeline above, JG-CODL will conduct an initial QM review approximately halfway through the course development period and will share updates with the College. This helps ensure sufficient progress is being made and the course will be completed on time. If you are not making sufficient progress and meeting your completion dates, overload payments will discontinue until your course is completed. Courses must be completed and ready for a QM review no later than three weeks prior to the end date of your employment.

Upon receipt of this MOE, your assigned JG-CODL instructional designer will contact you through your official university email account to begin the onset of work. You will work together in an initial meeting to identify weekly check-in points and project milestones.

Summer Development: Courses developed over the summer may not be taught during the first eight weeks of the fall semester.

Collegiality: All instructors of record are expected to act in a manner that promotes collegial relationships and shows respect toward students, staff, and colleagues in fulfilling the responsibilities of the position.

Instructors of record are expected to meet satisfactory teaching standards of performance and to carry out those responsibilities in accordance with the *Faculty Code of Rights, Responsibilities, and Conduct*, <http://policy.ku.edu/provost/faculty-code>. In the event of termination by either party, KU is obligated to pay only those prorated payments that may be due before or on the date of termination.

Intellectual Property Policy: Any course content you create, design, draft, or assemble pursuant to this appointment is a Work Made for Hire for the University as the employer under 17 USC § 201(b), and you agree that the University will be the owner of the course content you contribute. Consistent with your obligations under the *Faculty Code of Rights, Responsibilities, and Conduct*, you agree that your contribution will not infringe upon the rights of any third-parties and you will fully cooperate with the University to obtain any necessary copyright permissions or licenses for non-original materials in the content and/or to conduct a fair use analysis of non-original materials within the content. The University grants you a non-exclusive, royalty-free license to use the course content you create, design, draft or

assemble for any non-commercial purpose after your employment with the University has ended. During your employment with the University, any use of this material will need to be consistent with all Kansas Board of Regents and University policy, and use external to KU, including teaching outside of KU, will need to be negotiated with the University.

Please sign below, return this document, and reply all to this email indicating your agreement to these terms.

We appreciate your involvement in developing this important online course. If you have questions, please do not hesitate to ask me.

Sincerely,

Mark Reynolds
College Budget Director
College of Liberal Arts & Sciences

I accept this offer on the terms stated above.

SM/eas

Cc: CLAS: FF and Budget Office
Laura Diede, Director, Center for Online and Distance Learning
XX, Associate Dean, College of Liberal Arts & Sciences
XX, Chair, Department