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United Faculty of Florida
FAQ: Online Instruction
BOT UFF Policy on Assignments
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Q: If I do not wish to teach a course online, may I be forced to do so?

A: No, the CBA states that no employee shall be required to teach a course as an online course.

Q: If I don't agree to teach a course online, does that mean I can be prevented from teaching that course at all?

A: Not ordinarily. The CBA states that an employee may not be excluded from teaching a course for which he or she is qualified unless the course is only offered online.

Q: How do I know whether the CBA provisions for online courses apply to my course?

A: A course is considered an "online" course when at least 80% of class meetings that would be held for a standard classroom course are replaced by online activities.

Q: According to the CBA, I normally retain ownership of the copyright in instructional materials I use in my teaching. How about online courses? Do the same rules apply?

A: Yes, under the CBA, the employee owns the copyright to instructional materials used in online courses. That includes the right to make and distribute copies of those materials, the right to publicly perform or display those materials, and the right to make derivative works based on those materials.

Q: So does that mean the University has no right to allow anyone else to use my online instructional materials?

A: That depends on whether you were given special assistance or extra compensation for developing your online course. Under certain circumstances, the CBA grants the University a limited right (license) to allow others to teach the same online course using your online instructional materials, even though you continue to own the copyright.

Q: When may the University allow another individual to use my online instructional materials?

If you have developed your online instructional materials without any extra compensation, course release, or the use of FIU Online instructional design services, the University may not allow anyone else to use your online instructional materials. However, if you have received FIU Online instructional design services, the University will have a non-exclusive three-year license



to allow other individuals to use some or all of your materials to teach an online section of the same course. If another individual uses substantially in your online instructional materials to teach an online section of the same course, you will be entitled to \$500 for each section, up to a maximum of \$5000 per online course over three years.

Q: What if I am given extra compensation or a course release to develop online instructional materials?

A: If the University pays you extra compensation of \$500 per credit hour for developing an online course, or gives you a three-credit course release to do so, the CBA gives the University ownership of the technical design of that course—even though you continue to own the copyright in the underlying instructional materials. In that case, the University will have a non-exclusive, three-year license to allow other individuals to teach online sections of the same course using your instructional materials, but will have no obligation to pay you any additional fee for use of your instructional materials during that three year period.

Q: Am I entitled to extra compensation for developing or revising an online course?

A: The decision as to whether to grant you extra compensation (either a three-credit course release or \$500 per credit hour) is at the discretion of your supervisor.

Q: Teaching students online requires me to spend much more time and effort interacting with each individual student, through e-mail and other online activities, than if I were teaching the same section in a large lecture hall. Is the University required to compensate me for that additional time and effort?

A: The CBA sets out a formula to be used in compensating employees for the extra time and effort involved in teaching large numbers of students online, whether the online course is taught in load or as an overload (extra compensation) course. That formula is based on the definition of a “section equivalent” for online teaching as 1 – 50 students.

If a course is taught overload, the instructor must be paid no less than \$1,000 per credit hour for teaching 1 – 50 students in the same online class. For every student over 50 taught in the same online class, the employee must be paid an additional 1/50 of the overload compensation for that class. (Thus, the minimum compensation allowed by the CBA for teaching an overload online class would be \$3,000 plus \$60 per student over 50.)

If a course is taught in load, one section equivalent must be assigned a .25 FTE (teaching 1-50 online students in load will be the semester equivalent of one-fourth of an employee’s fulltime semester assignment). For every student over 50 that an employee teaches in the same online course in any given semester, the assignment must be increased by 1/50 of the .25 FTE assigned for the first section equivalent. For example, if an employee is teaching 60 students in an online class, the FTE assignment would be .30 FTE (.25 FTE plus 1/50 of .25 X 10). If an employee is teaching 100 students in the same online class, the semester assignment must be .50 FTE. If an employee is teaching 200 students in the same online class, the semester



assignment for that class must be 1.0 FTE. Teaching over 200 students in the same online class means the employee is entitled to a full 1.0 FTE assignment, plus extra compensation per student at the same rate that would be paid if the course were being taught as an overload course.

Q: What if the University provides me a teaching assistant to help with the added time and effort involved in teaching online?

A: If the University provides at least one teaching assistant per section equivalent (1 – 50) for online courses with more than 50 students, it has no obligation to provide extra compensation or additional FTE assignment.

Q: The University has started to videotape some lecture courses so that it can make them available to students who do not attend the classroom lecture. Do I have to allow that?

A: The University must make reasonable efforts to accommodate faculty who do not wish to have lectures or discussions recorded.

Q: I understand that some students may benefit from watching a video of the lecture, but how can I be sure that the use of video equipment won't be disruptive to the students who are attending the live classroom lectures and discussions?

A: The University is required by the CBA to make reasonable efforts to insure that video capture does not interfere with classroom activities. These efforts include keeping the equipment in good working order, making sure equipment is not obtrusive, and informing students in advance that the discussions are being recorded and distributed online.

Q: What if I don't want my instructional materials or my class discussions to be downloaded and passed around on the internet?

A: The CBA prohibits the University from granting access to anyone not enrolled in the class without your approval. The University must use technology that prevents the video from being downloaded for further distribution. Following the final exam date, the University must block further access and erase all recordings unless you request a copy for your personal use.

Q: May my supervisor view the recordings and use them in my annual evaluation?

A: Not unless you decide you want to include them in the annual evaluation process. Otherwise, your supervisor is not to be granted access to the materials.

Q: Will video capture of my course affect my copyright in the instructional materials used in the course?

A: No. The CBA states that you as the employee retain the copyright.

Q: I take attendance and factor it into the semester grade. May I continue to do so even though the lectures are available for students to view outside the classroom?

A: Yes. Whether or not attendance and participation will be a factor in students' grades is up to you as the instructor.